

**ENGINEERING DESIGN SERVICES AGREEMENT
FOR SUMMERLIN PARKWAY WIDENING, US 95 TO CC 215**

THIS AGREEMENT is made and entered into this ____ day of _____, _____, by and between the CITY OF LAS VEGAS, a municipal corporation within the State of Nevada (herein the "City"), and G.C. WALLACE, INC. (herein the "Consultant").

W I T N E S S E T H:

WHEREAS, the City intends to widen Summerlin Parkway between US 95 and CC 215 (herein the "Project"); and

WHEREAS, the City desires to retain a qualified engineer who will be responsible for providing the engineering design services hereinafter set forth below; and

WHEREAS, the Consultant is properly licensed and qualified in accordance with the Nevada Revised Statutes as an engineer and has the personnel and facilities necessary to perform the services hereinafter set forth within the time required under this Agreement.

NOW, THEREFORE, in consideration of the above premises, the parties hereto agree to the following terms, conditions and covenants set forth in Sections One through Ten hereof:

**SECTION ONE
CONSULTANT RESPONSIBILITIES**

1.01 Consultant Services. The Consultant hereby agrees to provide the basic services and the additional services set forth in Exhibit "A" (Scope of Services) and Exhibit "B" (Additional Services) attached hereto.

1.02 Performance Standards. In performing the services set forth in this Agreement, the Consultant shall follow practices consistent with those generally accepted within the engineering profession.

1.03 Document Review. The Consultant shall be responsible for reviewing each document prepared by the Consultant and its subconsultants including, without limitation, the plans, drawings and specifications for the purpose of ensuring that such documents are technically sound, in conformance with applicable federal, state and local statutes, codes, ordinances and other regulations, and do not violate or infringe upon any patent rights.

1.04 Waiver. The City's approval of any documents or services furnished by the Consultant shall not in any way relieve the Consultant of responsibility for the professional and technical accuracy of its documents or services. The City's review, approval, acceptance or payment for any of the Consultant's services shall not be construed to operate as a waiver of any rights enjoyed by the City under this Agreement or of any cause of action arising out of the performance of this Agreement. The Consultant shall remain liable in accordance with the terms

of this Agreement and applicable law for the damages to the City caused by the Consultant's negligent act or omission committed in the performance of this Agreement.

1.05 Consultant Representative. The Consultant's Representative is hereby designated as Tim McCoy, P.E., Project Manager, who shall be responsible for the services required under this Agreement. All of the services specified by this Agreement shall be performed by the Consultant's Representative, or by the associates and employees identified in the Consultant's proposal provided that such associates and employees perform under the personal supervision of the Consultant's Representative. All employees identified in the Consultant's cost proposal shall be subject to approval by the City's Representative. Should the Consultant's Representative, or any associate or employee, be unable to complete his or her responsibility for any reason, the Consultant will replace the employee with a qualified person approved by the City. If the Consultant fails to make a required replacement within thirty (30) days, the City may terminate this Agreement for default as provided in Section 10.03 of this Agreement.

1.06 Correspondence Review. The Consultant shall furnish the City's Representative copies of each correspondence, if any, sent to the Contractor and to any regulatory agencies for approval and review prior to the mailing such correspondence.

1.07 Cooperation with the City. The Consultant agrees that its officers, associates, employees and subconsultants will cooperate with the City in providing services under this Agreement and will be, with advance notice, available for consultation with the City at such reasonable times as to not conflict with the City's other responsibilities.

SECTION TWO CITY RESPONSIBILITIES

2.01 City Representative. The City Engineer or his authorized representative is hereby designated as the City's Representative with respect to this Agreement. The City's Representative shall have complete authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to the services of the Consultant.

2.02 Review of Services and Documents. The services to be performed by the Consultant shall be subject to periodic review by the City's Representative. To prevent an unreasonable delay in the Project, the City's Representative will endeavor to examine and comment in writing on the documents including, without limitation, the plans, drawings and specifications furnished by the Consultant within twenty-one (21) days of receipt of such documents.

2.03 Access to Records. The City shall, without charge, furnish a copy to, or make available for examination or use by, the Consultant, as it may request, any documents and data which the City has available including, without limitation, reports, maps, plans, specifications, surveys, records, ordinances, codes, regulations, other documents related to the services required under this Agreement. The City shall assist the Consultant in obtaining data and documents from

public agencies and from private citizens and business firms whenever the City determines that such material is necessary for the completion of the services required by this Agreement.

2.04 Cooperation with Consultant. The City agrees that its officers and employees will cooperate with the Consultant in the performance of this Agreement and will be, with advance notice, available for consultation with the Consultant at such reasonable times as to not conflict with the Consultant's other responsibilities.

SECTION THREE CHANGES TO CONSULTANT'S SERVICES

3.01 Requested Changes. The City Engineer or his authorized representative may at any time, by written order, make changes which may result in an increase or decrease in the services to be performed by the Consultant under this Agreement.

3.02 Adjustment of Compensation. If the changes requested by the City cause an increase or decrease in the cost or time required to perform any of the services required hereunder, an equitable adjustment shall be made in the compensation to be paid to the Consultant under Section Seven, or in the time of performance under Section Eight, or both, and this Agreement shall be modified in writing accordingly. Any claim for adjustment under this Section must be asserted in writing within thirty (30) days from the date of receipt by the Consultant of written notification of the changes to the services to be provided by the Consultant unless the City grants in writing a further period of time. Failure to assert such claim within the time limit provided herein shall constitute a waiver of any right to seek any equitable adjustment in compensation with respect to that change.

SECTION FOUR ADDITIONAL SERVICES OF CONSULTANT

4.01 Additional Services. The Consultant shall provide the additional services described in Exhibit "B" attached hereto if, and only if, so requested in writing by the City. Payment for the additional services will be made to the Consultant in accordance with Section Seven of this Agreement.

4.02 Attendance at Meetings or Public Hearings. The Consultant shall notify the City in advance of any additional costs which may be incurred prior to attending any meetings or public hearings as may be necessary to clarify the interpretation of the services performed by the Consultant under this Agreement.

SECTION FIVE SUB-CONSULTANT AGREEMENT

5.01 Sub-consultant Provisions. In the event that the Consultant with the approval of the City as required under Section 10.07 enters into an agreement with a sub-consultant for the performance of any of its obligations hereunder, the following provisions shall be included in each sub-consultant agreement:

(i) The Consultant agrees to pay the sub-consultant when paid by the City for that portion of the services provided to the City and no liability shall arise on the part of the Consultant to the sub-consultant for payment of the sub-consultant services until payment has been made to the Consultant by the City. If the City has paid the Consultant for said sub-consultant services, the subconsultant's only recourse is against the Consultant and not against the City, either through the institution of legal or equitable action or the attachment of any lien,

(ii) The sub-consultant shall have no more rights against the City than that of the Consultant,

(iii) The sub-consultant agrees to be bound by all the terms, conditions and obligation of this Agreement unless the City has approved any deviation, change or modification in writing, and

(iv) Unless otherwise approved by the City's Representative, the subconsultant will obtain and maintain professional liability insurance (Errors and Omissions coverage) in connection with the subconsultant services in an amount equal to that required of the Consultant as provided in subsection C of Section 10.05 of this Agreement.

SECTION SIX TERM OF AGREEMENT

6.01 Term. This Agreement shall commence on the day it is approved by the City Council or other person duly authorized to execute this Agreement (which shall be inserted in the first paragraph set forth above) and shall remain in force and effect until the Project is completed unless the City serves upon the Consultant a thirty (30) day written Notice of Termination pursuant to Section 10.02. The termination of this Agreement shall not release either party from any of its continuing obligations hereunder.

6.02 Disputes. This Section shall not be construed to preclude the filing of any dispute arising out of the performance of this Agreement or in connection with the subject matter hereof, nor shall this Section be construed to change the date or the time on which a cause of action arising out of the performance of this Agreement or in connection with the subject matter hereof, would otherwise accrue under the statutes of limitation or doctrines of law.

SECTION SEVEN COMPENSATION AND TERMS OF PAYMENT

7.01 General. At the time of approval of this Agreement by the City Council, the City agrees to set aside three million two hundred forty nine thousand nine hundred and thirty dollars (\$3,249,930) as the total appropriation for the performance of this Agreement. In no event shall the total payments to the Consultant for the services (basic and additional services) provided under this Agreement exceed the aforementioned amount appropriated without prior approval of the City.

7.02 Compensation: Basic Services (Lump Sum by Task). The City agrees to pay the lump sum amount attributable to each task and, if applicable, each subtask, set forth in Exhibit "A" which is completed by the Consultant. The Consultant agrees to complete each task and, if applicable, each subtask, for the amount of the lump sum set forth in Exhibit "D" regardless of the number of manhours which must be expended to complete the performance of this Agreement. The total payments to the Consultant for the completion of these tasks shall not exceed two million seven hundred fifty thousand eight hundred and eighty dollars (\$2,750,880) without prior written approval from the City. Such payment is based upon the individual lump sum amounts that are identified in Exhibit "D", being derived from the manhour estimates (including subconsultants) set forth in Exhibit "C" attached hereto.

7.03 Compensation: Additional Services. For the additional services set forth in Exhibit "B," the City shall pay to the Consultant either a lump sum or an hourly fee based upon the hourly rates set forth in Exhibit "D" attached hereto, whichever is approved in writing by the City's Representative. Such payment shall not exceed four hundred ninety nine thousand and fifty dollars (\$499,050) without the prior written approval of the City.

7.04 Invoice. An invoice shall be submitted to the City each month for the services provided during the previous month. An original invoice and one copy shall be provided to the City's Representative in the format of Exhibit "F" (Invoice Format) attached hereto. Payment shall be due within thirty (30) days after the date of receipt by the City's Representative of the monthly invoice. Failure to pay the Consultant within a 45 day period shall result in a one-half of one percent (1/2%) charge on the unpaid balance unless the City has notified the Consultant within the aforementioned period that it is disputing the amount due and owing under the invoice. Such disputes shall be handled as provided in Section 10.20A of this Agreement.

7.05 Right of Set-Off. The City's Representative may subtract or offset the unpaid invoice from the Consultant any damages, costs and expenses caused by reason of, or as a consequence of, the negligent, or reckless act or omission of the Consultant in the performance of the services under this Agreement including, without limitation, errors or deficiencies in the plans, drawings, specifications and other documents prepared by the Consultant. The City's Representative shall provide a written statement to the Consultant of the damages, costs and expenses which have been subtracted from any payment to the Consultant along with appropriate documentation and receipts, if any, and a description of the errors or deficiencies attributed to the Consultant. If the Consultant disputes the right or amount of the deduction made by the City, the Consultant may file a claim pursuant to Section 10.20 of this Agreement.

7.06 Final Payment. Within thirty (30) days after the completion of construction and close-out of the Project, the City shall make the final payment for any additional services which might have been provided by the Consultant.

SECTION EIGHT PERFORMANCE SCHEDULE

8.01 *Performance Schedule.* The parties hereto have agreed to a general performance schedule (the "General Performance Schedule") which is set forth in Exhibit "E" attached hereto. Subsequent to the execution of this Agreement, the Consultant shall furnish to the City's Representative for approval a more detailed schedule of performance (herein the "Detailed Performance Schedule") to be attached hereto as Exhibit "E-1" no later than ten (10) days after Consultant receives written notice to proceed from the City's Representative. The Detailed Performance Schedule shall identify the time for each of the tasks set forth in Exhibit "A" attached hereto as the period of time that may reasonably be required to complete the tasks identified. The format of the Detailed Performance Schedule shall be based on a cost-loaded, task-oriented diagram. In preparing the Detailed Performance Schedule, the Consultant will provide (21) days for each document that is to be reviewed by the City.

8.02 *Revised Performance Schedule.* If the Consultant's performance is delayed or the sequence of tasks changed, the Consultant shall notify the City's Representative in writing of the reasons for the delay or the change. The Consultant shall then prepare a revised General and Detailed Performance Schedule for submission to and approval by the City's Representative.

SECTION NINE AUDIT: ACCESS TO RECORDS

9.01 *Records.* The Consultant shall maintain books, records and other documents directly pertinent to performance of this Agreement in accordance with generally accepted accounting principles and practices for a period of three (3) years after completion of this Agreement except that books, records or other documents which are subject of a pending audit shall be maintained for three (3) years after the completion of the audit. The Consultant shall also maintain the financial information and data used by the Consultant in the preparation or support of the invoices submitted to the City. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards, procedures and guidelines of the City, or its designated representative. The City, or its duly authorized representatives, shall have access to such books, records, and documents during normal business hours for the purpose of inspection, audit and copying. The Consultant will provide proper facilities for such access and inspection.

If the books, records or other documents are not located within Clark County, Nevada, then in the event of an audit, Consultant agrees to deliver the same to the address designated by the City. If the books, records or other documents are incomplete, Consultant agrees to pay for the City's designated representative's cost to travel to Consultant's office to retrieve the omitted information needed for purposes of the audit.

9.02 *Disclosure.* The Consultant agrees to the disclosure of the information and reports resulting from access to records pursuant to Section 9.01 of this Agreement above provided that the Consultant is afforded the opportunity for an audit entrance and exit conference and an opportunity to comment and submit any supporting documentation on the pertinent

portions of the draft audit report, and that the final audit report will include written comments, if any, of the Consultant.

9.03 *Period of Maintenance.* The books, records and other documents under Sections 9.01 and 9.02 of this Agreement shall be maintained for three (3) years after the date of the final payment for the services under this Agreement. In addition, those records and other documents which relate to any arbitration, litigation or the settlement of any claim arising out of this Agreement, or to which an audit exception has been taken, shall be maintained and made available until three (3) years after the date that the arbitration, litigation or exception has been resolved.

9.04 *Subcontract Provisions.* The Consultant agrees to include Sections 9.01 through 9.03 of this Agreement in all its subcontracts directly related to performance of services specified in this Agreement which are in excess of \$10,000.

SECTION TEN MISCELLANEOUS PROVISIONS

10.01 *Suspension.* The City may suspend performance by the Consultant under this Agreement for such period of time as the City, in its sole discretion, may prescribe by providing written notice to the Consultant at least ten (10) days prior to the effective date of the suspension. With such suspension, the City shall pay to the Consultant the amount of compensation, based on percentage of completion of the Project, earned until the effective date of suspension less all previous payments. The Consultant shall not provide any further services under this Agreement after the effective date of suspension until otherwise notified in writing by the City. In the event the City suspends performance by the Consultant for any cause other than the error or omission of the Consultant for an aggregate period in excess of thirty (30) days, the Consultant shall be entitled to an equitable adjustment of the compensation payable to the Consultant under this Agreement, including reimbursement to Consultant for additional costs occasioned as a result of such suspension of performance. In no event shall the City be liable to the Consultant for more than the percentage completed at the time of suspension.

10.02 *Termination for Convenience.* The City reserves the right to terminate this Agreement without cause or default on the part of the Consultant with the service of ten (10) days' prior written notification to the Consultant as provided in Section 10.18. In the event of termination, without cause or default, the City agrees to pay to the Consultant the reasonable value for the services performed as of the date that notification of termination is received by the Consultant.

10.03 *Termination for Default.* The occurrence of any of the following events shall constitute a default by the Consultant hereunder (herein "Event of Default"):

(i) If the Consultant shall default in the due observance and performance of any term, condition or covenant contained in this Agreement,

(ii) If the Consultant shall (a) voluntarily terminate operations or consent to the appointment of a receiver, trustee or liquidator of the Consultant for all or a substantial portion of its assets, (b) be adjudicated bankrupt or insolvent or file a voluntary petition in bankruptcy, or admit in writing to the inability to pay its debts as they become due, (c) make a general assignment for the benefit of creditors, (d) file a petition or answer seeking reorganization or an arrangement with creditors or take advantage of any insolvency law, or (e) if action shall be taken by the Consultant for the purpose of effecting any of the foregoing,

(iii) If any warrant, execution or other writ shall be issued or levied upon any property or assets of the Consultant and shall continue unvacated and in effect for a period of thirty (30) days, or

(iv) If the Consultant, in the judgment of the City, fails to provide the services hereunder properly and with proper dispatch in accordance with the time schedule set forth in Section Eight of this Agreement, and

(v) If such Event of Default continues for five (5) days after written notice to the Consultant, then the City may, without prejudice to any other remedy it may have at law or in equity, (a) terminate this Agreement, suspend payment of all pending invoices otherwise due to the Consultant hereunder, and finish this Agreement by such means as the City may see fit, reserving the right to deduct from any invoice balance due the Consultant for services rendered, the reasonable and necessary cost of completing the performance of this Agreement with the remaining funds originally set aside and budgeted therefor and paying the excess, if any, to the Consultant and in the event the cost of finishing the Consultant's work exceeds the invoice balance due the Consultant, such deficiency shall be paid by the Consultant to the City within five (5) days of receipt of an invoice from the City, or (b) terminate this Agreement and all the obligations imposed hereunder, including the obligation of any further payment for the services of the Consultant except for the reasonable value for the services performed as of the date of receipt of the notice of termination. The cost and expense of completing this Agreement shall be computed and audited by the City's Representative. The audit shall be made in accordance with generally accepted accounting principles and the Consultant shall pay the costs of such audit.

It is expressly agreed that the City reserves the right to offset any and all claims made by the Consultant for payment of its fees or the reimbursement of additional costs incurred hereunder, with any claims that the City might have against the Consultant for failure to comply with any of the terms, conditions or covenants of this Agreement.

10.04 Ownership of Documents. Any and all plans, drawings, specifications and other documents (including electronic media) prepared or assembled by the Consultant, or any of its subconsultants, which are related to the performance of this Agreement are deemed to be the property of the City. In the event of the completion or termination of this Agreement, the City shall be entitled to the original plans, drawings, specifications and other documents related to this Agreement not in its possession. The plans, drawings, specifications and other documents may be utilized by the City for its own use for which they were prepared, and for use on other projects which may have parts in common with the Project, but not for the construction of any other project.

10.05 Insurance.

A. **Coverages.** The Consultant shall procure and maintain, at its own expense, during the entire term of the Agreement, the following policies of insurance:

(i) Workman's Compensation Insurance protecting the Consultant and indirectly the City from employee claims based on job-related sickness, disease, or accident.

(ii) Comprehensive General Liability Insurance protecting the Consultant, its agents and vehicles used to provide the services required under this Agreement from claims of personal injury (including death) and property damage. Such coverage shall be in a minimum amount of \$1,000,000 for the period of time covered by this Agreement. The policy shall be endorsed to include the City as an additional insured party thereunder.

(iii) Professional Liability Insurance (Errors and Omissions Coverage) protecting the Consultant from claims arising out of performance of professional services caused by a negligent act or omission for which the insured is legally liable. Such coverage shall be in a minimum amount of \$1,000,000 for the period of time covered by this Agreement.

B. **Cancellation or Modification of Coverage.** The Consultant's Comprehensive General Liability Policy shall automatically include or be endorsed to cover the Consultant's contractual liability to the City under this Agreement, and its Comprehensive General Liability endorsed to waive subrogation against the City, its officers, agents, servants and employees and to provide that the City will be given thirty (30) days' notice in writing of any cancellation of, or material change in, the policies.

C. **Certificates and Endorsements.** The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. All deductibles and self-insured retentions shall be fully disclosed in the Certificate of Insurance. No deductible or self-insured retention may exceed \$25,000 without the written approval of the City. Certificates indicating that such insurance is in effect shall be delivered to the City before any services are provided under this Agreement.

D. **Period of Coverage.** If the insurance coverage is underwritten on a "claims made" basis, the retroactive date shall be prior to or coincident with the date of this Agreement and the Certificate of Insurance shall state such coverage and the retroactive date. Upon availability, the Consultant shall maintain coverage for the duration of this Agreement and for two years following completion of this Agreement. The Consultant shall provide the City annually a Certificate of Insurance as evidence of such insurance.

10.06 Indemnity. Notwithstanding any of the insurance requirements set forth in Section 10.05, and not in lieu thereof, the Consultant shall protect, indemnify and hold the City, its officers, employees, and agents (herein the "Indemnitees") harmless from any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, arbitration awards, reasonable attorney fees and court costs (herein the "Claims") which the Indemnitees, or any of them, may

suffer as a result of, by reason of, or as a consequence of, the negligent or reckless act or omission of the Consultant, its subcontractors, agents or anyone employed by the Consultant, its subcontractors or agents, in the performance of this Agreement.

As part of its obligation hereunder, the Consultant shall, at its own expense, defend the Indemnitees against the Claims which may be brought against them, or any of them, as a result of, by reason of, or as a consequence of, the negligent, reckless act or omission of the Consultant, its subcontractors or agents, for and against which the Consultant is obligated to indemnify the Indemnitees unless the Indemnitees, or any of them, elect to conduct their own defense which, in such case, shall not cause a waiver of the obligation of indemnification set forth herein. If the Consultant shall fail to do so, the Indemnitees, and each of them, shall have the right, but not the obligation, to defend the same and charge all direct and incidental costs of such defense (including attorney fees and court costs) against the Consultant.

10.07 Assignment. The City and the Consultant each bind itself and its partners, successors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement, except the Consultant shall not assign, sublet or transfer any obligation or benefit under this Agreement without the written consent of the City. Nothing contained herein shall be construed as creating any personal liability on the part of any officer or agent of the City.

10.08 Waiver. No consent or waiver, express or implied, by either party to this Agreement, or of any breach or default by the other in the performance of any obligations hereunder, shall be deemed or construed to be a consent or waiver of any other breach or default by such party hereunder. Failure on the part of any party hereto to complain of any act, or failure to act of the other party, or to declare that other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party hereunder. Inspection, payment, or tentative approval or acceptance by the City or the failure of the City to perform any inspection hereunder, shall not constitute a final acceptance of the work or any part thereof and shall not release the Consultant of any of its obligations hereunder.

10.09 Consultant Warranties. The Consultant hereby represents and warrants:

(i) That it is financially solvent, able to pay its debts as they mature, and is possessed of sufficient working capital to complete this Agreement; that it is experienced, qualified and is able to furnish the plant, tools, materials, supplies, equipment, facilities and personnel, and is experienced in and competent to perform the services contemplated by this Agreement, and that it is qualified to provide such services and is authorized to do business in the State of Nevada,

(ii) That it holds a license, permit or other special license to perform the services included in this Agreement, as required by law, or employs or works under the general supervision of the holder of such license, permit or special license, and

(iii) That it has, pursuant to the requirements of Resolution 79-99 adopted by the City Council on August 4, 1999 (effective October 1, 1999) as amended by Resolution 105-

99 (adopted by the City Council on November 17, 1999), disclosed on the form attached hereto as Exhibit "G", all of the principals, including partners, of the Consultant, as well as all persons and entities holding more than a one percent (1%) interest in the Consultant or any principals of the Consultant. If the Consultant, or its principals or partners, are required to provide disclosure under federal law (such as Securities and Exchange Commission or the Employee Retirement Income Act) and current copies of such federal disclosures are attached to Exhibit "G", the requirements of this Section shall be deemed satisfied. During the term of this Agreement, the Consultant shall notify the City in writing of any material change in the above disclosure on Exhibit "G" within 15 days of such change.

10.10 *Consultant's Employees.* The Consultant shall be responsible for maintaining satisfactory standards of employee competency, conduct and integrity, and shall be responsible for taking such disciplinary action with respect to its employees as may be necessary. In the event the Consultant fails to remove any employee from the contract work whom the City deems incompetent, careless or insubordinate, or whose continued employment on the work is deemed by the City to be contrary to the public interest, the City reserves the right to require such removal as a condition for the continuation of this Agreement.

10.11 *Independent Contractor.* It is hereby expressly agreed and understood that in the performance of the services required herein, the Consultant and any other person employed by him hereunder shall be deemed to be an independent contractor and not an agent or employee of the City.

10.12 *Applicable Law.* This Agreement shall be construed and interpreted in accordance with the laws of the State of Nevada.

10.13 *Compliance with Laws.* The Consultant shall in the performance of its obligations hereunder comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Agreement including, without limitation, the Federal Occupational Health and Safety Act and all state and federal laws prohibiting and/or related to discrimination by reason of race, sex, age, religion or national origin.

10.14 *Severability.* In the event that any provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and binding on the parties hereto.

10.15 *Confidentiality.* The Consultant shall treat the information relating to the Project, which has been produced by the Consultant or provided by the City as confidential and proprietary information of the City and shall not permit its release to other parties or make any public announcement or publicity release without the City's written authorization. The Consultant shall also require subcontractors to comply with this requirement.

10.16 *Site Inspection.* The Consultant represents that it has visited the location of the Project and has satisfied itself as to the general condition thereof and that the Consultant's compensation as provided for in the Agreement is just and reasonable compensation for

performance hereunder including reasonably foreseen and foreseeable risks, hazards and difficulties in connection therewith based on such above-ground observations.

10.17 Modification. All modification or amendments to this Agreement are null and void unless reduced in writing and signed by the parties hereto.

10.18 Notice. Any notice required to be given hereunder shall be deemed to have been given when the notice is (i) received by the party to whom it is directed by personal service, (ii) telephonically faxed to the telephone number below provided confirmation of transmission is received thereof, or (iii) deposited as registered or certified mail, return receipt requested with the United States Postal Service, addressed as follows:

TO CITY: City Engineer
City of Las Vegas
400 Stewart Avenue
Las Vegas, Nevada 89101

Fax: (702) 382-3232

TO CONSULTANT: Scott Plummer, P.E.
G.C. Wallace, Inc.
1555 South Rainbow Boulevard
Las Vegas, Nevada 89146

Fax: (702) 804-2296

10.19 Prohibition Against Contingent Fees. The Consultant represents and warrants that no person or entity has been employed or retained to solicit or secure this Agreement with the Agreement or understanding that a commission, percentage, brokerage or contingent fee would be paid to that person. For breach or violation of this provision, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the compensation to be paid to the Consultant, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

10.20 Dispute Resolution.

A. Fee Disputes. Any fee dispute arising under this Agreement which is not disposed of by mutual agreement between the parties shall be decided by the City Manager, whose decision shall be reduced to writing and mailed or otherwise furnish a copy thereof, to the Consultant. The decision of the City Manager shall be final and conclusive unless, within thirty (30) days after the date on which the Consultant receives its copy of such decision, the Consultant mails or otherwise furnishes to the City Manager a written appeal from the decision, addressed to the City Council in care of the City Engineer. The decision of the City Council, or its duly authorized representative for the determination of any such appeal, shall be final and conclusive. The Consultant shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending the final decision of a dispute by the City Council, or its duly authorized

representative, the Consultant shall proceed diligently with the work to be performed under this Agreement and in accordance with the City Manager's decision.

If, during the performance of this Agreement, a dispute arises between the parties as to whether the services provided by the Consultant are basic services, or services entitled to additional compensation, the Consultant agrees to notify the City prior to providing such services of the Consultant's intent to seek additional compensation as provided in this Section. Such notice shall be for the purpose of affording the City the opportunity to monitor and verify the performance of the additional services and failure to provide the City with such notice prior to providing the services shall constitute forever a bar and a waiver of such claim.

B. *Non-Fee Disputes.* All non-fee claims, disputes and other matters in question between the parties to this Agreement arising out of or relating to the performance of this Agreement, or the breach thereof, shall be decided by arbitration or litigation, whichever manner of resolution is designated by the City. As a prerequisite to the exercise of such right, the party seeking to arbitrate or litigate a claim, dispute or other matter shall notify the other party as required under subsection D of this Section. For each claim asserted by the Consultant, the City shall notify the Consultant within thirty (30) days of receipt of such notice as to the designated forum for resolving the claim, dispute or other matter. Failure of the City to notify the Consultant within the aforementioned thirty (30) days shall be deemed to be an election on the part of the City to arbitrate the claim, dispute or other matter in question between the parties. For each claim asserted by the City, the notice provided to the Consultant under subsection D of this Section shall also state the forum selected by the City for resolving the claim, dispute or other matter in question between the parties.

If the claim, dispute or other matter is to be decided by arbitration, then such determination shall be made according to the current arbitration rules of the American Arbitration Association or the Nevada Arbitration Association, whichever is selected by the City. Any arbitration arising out of or relating to this Agreement may include, by consolidation, joinder or in any other manner, any additional person not a party to this Agreement if so requested by either party to this Agreement. Any consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein. This agreement to arbitrate with an additional person or persons, and any decision resulting therefrom, shall be binding and enforceable under the prevailing arbitration laws of the State of Nevada.

C. *Right of Joinder.* In the event the City is named as a party to any arbitration action, or commences an arbitration action against a party other than the Consultant, which action arises out of, results from or is connected with the construction of the Project or the performance of the Consultant's services hereunder (such as, without limitation, any arbitration action between the City and the contractor awarded the contract to construct the Project), the Consultant agrees and hereby irrevocably consents to be joined as a party in the arbitration proceeding and to be bound by any decision resulting therefrom. Any joinder of the Consultant hereunder is conditioned upon the handling of such arbitration in accordance with the arbitration rules of the Nevada Arbitration Association or the American Arbitration Association or as otherwise agreed to by the parties. None of the time provisions imposed under Subsection D and E of this Section apply to

the joinder rights provided herein in such a way as to preclude the City from joining the Consultant as a party to any arbitration proceeding which the City commences or is named as a party and which arises out of, results from or is connected with the construction of the Project.

If the Consultant is named as an additional party by the City, the Consultant shall not be entitled to any additional compensation from the City as a result of preparing for, and participating in, the arbitration.

D. Notice of Claim. In order to be able to arbitrate or litigate any claim, dispute or other matter in question between the parties under Subsection B of this Section, written notice thereof must be given by the party requesting the arbitration or litigation to the other party within thirty (30) days, in the case of notice to the City, or within sixty (60) days, in the case of notice to the Consultant, after the claim, dispute or other matter arises. The purpose of such notification is to place the notified party on notice so that proper measures can be taken to properly defend against such claim, dispute or other matter, and the failure to give such notice shall preclude the party desiring arbitration or litigation from subsequently arbitrating or litigating that particular claim, dispute or other matter.

E. Notice of Arbitration. The filing of the aforementioned notice of claim shall preserve that party's right to arbitration, but shall not obligate the party to proceed with arbitration. In the event that the party requesting arbitration desires to proceed with the arbitration, a written demand for arbitration shall be filed in writing with the other party and with the American Arbitration Association or the Nevada Arbitration Association within sixty (60) days after the filing of the Certificate of Substantial Completion with respect to the Project or final payment to the Consultant, whichever is the first to occur, and the failure to make such demand shall forever bar such claim, dispute or other matter from being arbitrated or litigated.

F. Discovery. In the event of arbitration, it is agreed by the parties hereto that all means of discovery including, but not limited to, depositions and interrogatories will be afforded to the parties involved in the arbitration, and the appointed arbitrator shall have all authority to impose sanctions against either party for failing to comply with the rules of discovery provided under the Nevada Rules of Civil Procedure.

G. Award Final. The award rendered by the arbitrator shall be final, and judgment may be entered upon its accordance with applicable law in any court having jurisdiction thereof.

H. Mediation. By mutual written consent, in addition to the remedy of arbitration, the parties may endeavor to settle the claim, dispute or other matter in question between the parties by mediation in accordance with the current mediation rules of the Nevada Arbitration Association, the American Arbitration Association or other mediation service agreed to by the parties. Such mediation may occur at any time, including prior to the date that a hearing may have been scheduled for the arbitration. If a written request for mediation arises prior to the expiration of the sixty (60) day notice requirement set forth in Subsection E of this Section, then such time period shall be tolled (i) for a period of ten (10) days while the request is agreed to or denied, or (ii) if the request for mediation is agreed to, then until completion of the mediation.

10.21 *Attorney Fees.* The prevailing party in any litigation or arbitration brought to enforce the provisions of this Agreement shall be entitled to reasonable attorney fees and costs.

10.22 *Calendar Day.* All references in this Agreement to days are to calendar days unless otherwise indicated.

10.23 *Exhibits.* All exhibits referenced in this Agreement are hereby incorporated as a part of this Agreement.

10.24 *Agreements Version.* This Agreement utilizes the City's standard form updated as of March 1, 2006.

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...

IN WITNESS WHEREOF, the parties have caused this Engineering Design Agreement for the Summerlin Parkway Widening, US 95 to CC 215 project to be executed the day and year first above written.

CITY OF LAS VEGAS

By: _____
OSCAR B. GOODMAN, Mayor

“City”

ATTEST:

BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

Thomas R. Green 6/28/06
Deputy City Attorney Date
Thomas R. Green

G.C. WALLACE, INC.

By: Scott R. Plummer
SCOTT R. PLUMMER, P.E.
Its: Executive Vice President

“Consultant”

EXHIBITS

Exhibit “A”	Scope of Services (Sections 1.01, 7.02, 8.01)
Exhibit “B”	Additional Services (Sections 1.01, 4.01, 7.03)
Exhibit “C”	Manhour Estimates (Section 7.02)
Exhibit “D”	Cost Derivative and Hourly Fee Schedule (Sections 7.02, 7.03)
Exhibit “E”	General Performance Schedule (Section 8.01)
Exhibit “E-1”	Detailed Performance Schedule (Section 8.01)
Exhibit “F”	Invoice Format (Section 7.04)
Exhibit “G”	Disclosure of Principals (Section 10.09D)

SUMMERLIN PARKWAY IMPROVEMENT PROJECT
Clark County Route 215 BRUCE WOODBURY BELTWAY TO US 95
EXHIBIT "A"
SCOPE OF SERVICES

1.0 DESCRIPTION OF PROJECT

The Project is located along Summerlin Parkway from the Clark County Route 215 Bruce Woodbury Beltway (CC 215) to the U.S. 95/Rainbow Boulevard Interchange, a distance of approximately six (6) miles. The west limit of Project is approximately 3,000 feet east of CC 215 centerline at the proposed eastern limits of the CC 215/Summerlin Parkway Interchange Project. The east Project limit for westbound lanes is the westbound on ramp from US 95 and for eastbound lanes is the Rainbow Boulevard eastbound off ramp. Appropriate striping tapers may extend beyond the Project limits. The primary purpose of the Project is to widen the existing mainline from four (4) through lanes to eight (8) through lanes. The widening will provide a mixed-use lane and an HOV lane in each direction. The widening for auxiliary lanes between the on and off ramps will also be included. The scope of the Consultant services for the Project shall include geotechnical investigations, surveying, project design, feasibility and environmental studies, preparation of contract documents, special provisions, and cost estimates. The Project will involve the analysis of alternative methods for the modification of existing structures at Crestdale Lane, Town Center Drive, Rampart Boulevard, and Buffalo Drive, as well as major drainage structures at various locations within the Project limits.

The Consultant's services for this Project will be generally conducted in three (3) phases:

- Phase 1:** Feasibility Study, Preliminary Design and Environmental Assessment from CC 215 to U.S. 95/Rainbow Boulevard Interchange;
- Phase 2:** Final Design and Construction Plans from Rampart Boulevard Interchange to U.S. 95/Rainbow Boulevard; and
- Phase 3:** Final Design and Construction Plans from CC 215 to Rampart Boulevard Interchange.

Phases 2 and 3 will commence after Phase 1 is completed and the detailed scope of the Project is defined. If necessary, Additional Services, as defined in Exhibit B, may be required and requested. It is anticipated that construction support will be part of Additional Services.

2.0 DESCRIPTION OF DESIGN CRITERIA

Summerlin Parkway shall be designed to AASHTO freeway standards using a Design Speed of 70 miles per hour. The design shall conform to the standards published in the latest edition of the *"Uniform Standard Drawings and Specifications for Public Works Construction, Clark County Area"* as adopted by the City, and Nevada Department of Transportation (NDOT) Standard Plans. Design criteria for the following agencies shall also be adhered to: Regional Transportation Commission (RTC), Clark County Regional Flood Control District (CCRFCD), City of Las Vegas (sanitary sewer), Nevada Department of Transportation, Las Vegas Valley Water District (LVVWD), Southern Nevada Water Authority (SNWA) and other local utility providers.

Specific design references to be used on this project include the following:

- a. A Policy on Geometric Design of Highways and Streets (AASHTO).
- b. Uniform Standard Specifications for Public Works' Construction, Offsite Improvements, Clark County Area, Nevada, RTC.
- c. Uniform Standard Drawings for Public Works' Construction, Offsite Improvements, Clark County Area, Nevada, Volume I and Volume II, RTC.
- d. Manual of Uniform Traffic Control Devices.
- e. Clark County Regional Flood Control Hydrologic Criteria and Drainage Design Manual.
- f. Design and Construction Standards for Wastewater Collection Systems, 1997, Southern Nevada.
- g. AASHTO Design Standard Specification for Bridges with NDOT Supplement.
- h. NDOT Standard Plans for Road and Bridge Construction.
- i. AASHTO Roadside Design Guide
- j. Informational Guide to Roadway Lighting (AASHTO)

Where discrepancies exist between design references listed and NDOT Standards, it has been assumed that AASHTO/NDOT Standards shall control. The City intends to ultimately relinquish control and maintenance of Summerlin Parkway to NDOT at an undetermined date in the future.

3.0 FEASIBILITY STUDY AND PRELIMINARY DESIGN

TASK 100 - PRELIMINARY AND GENERAL ITEMS

105 Kickoff Meeting: The Consultant shall prepare an agenda and a preliminary Project schedule and attend a kickoff meeting with the City within ten calendar days of the issuance of the Notice to Proceed. By noon of the third business day following the meeting, the Consultant shall prepare and distribute draft meeting minutes to all attendees. The Consultant shall prepare and distribute final meeting minutes and approved project schedule by the end of the third business day following distribution of the draft minutes.

- Deliverable: Project kickoff meeting, meeting minutes and project schedule.

110 Regular Monthly Progress Meetings: To be held with the City, other agencies and utility companies as required. By noon of the third business day following each meeting, the Consultant shall prepare and distribute draft meeting minutes to all attendees. The Consultant shall prepare and distribute final meeting minutes by the end of the third business day following distribution of the draft minutes. For purposes of this Scope of Services, it has been assumed that eight (8) progress meetings will be held for Phase 1.

- Deliverable: Project progress meeting and meeting minutes.

115 Project Management/Administration: General project management, preparation of monthly invoices in the City's format, and coordinate the work of all subconsultants.

120 Project Coordination: Meetings will be held to review and discuss the feasibility, preliminary design and 30% submittal comments. The review meetings may be held in lieu of, or in conjunction with, the regular progress meetings. By noon of the third business day following each meeting, the Consultant shall prepare and distribute draft meeting minutes to all

attendees. The Consultant shall prepare and distribute final meeting minutes by the end of the third business day following distribution of the draft minutes.

- Deliverable: Project coordination meetings and meeting minutes

125 Public Outreach and Involvement: The Consultant shall provide the following public involvement program for Phases 1, 2, and 3 of the project:

- City Council Briefing. The Consultant shall attend individual briefing meetings with members of the City Council to provide scope of work and schedule. The Consultant shall prepare appropriate exhibits and presentation.
- Public "Open House" Meetings. The Consultant shall schedule, prepare for and attend a maximum of six (6) public meetings to solicit public comments and present project plans. The Consultant shall prepare the necessary exhibits, handouts, and presentations. The Consultant shall also develop meeting announcement fliers to be sent to area residents and property owners prior to the public meetings. The City shall be responsible for meeting notification and arranging meeting space.
- Databases. The Consultant will maintain an updated list of property owners within the project area that can be used for notification purposes. The list will also include homeowner's associations, businesses, stakeholders, and elected officials that are pertinent to the project area.
- Focus Group/One-on-one Meetings. The Consultant shall schedule, prepare for and attend a maximum of fifteen (15) meetings groups; such as the following:
 - Adjacent property owners
 - Summerlin Council/THHC
 - Del Webb Sun City
 - Bicycle/Trail
 - Parks/Landscaping
- City TV Channel. The Consultant shall coordinate with the City and provide material to present on the City TV Channel, as requested.
- Newsletters. The Consultant shall prepare and distribute a quarterly newsletter to provide project updates, upcoming events, and milestones. The newsletters will be distributed by emails obtained from the public meeting or mailed by the City.
- Project Website. The Consultant shall develop and maintain a project website. The Consultant shall obtain a website address specifically for the project. The website shall include the following items:
 - Project overview/limits
 - Project schedule
 - Project team
 - Project photos
 - Frequently asked questions
 - Public meeting displays and handouts
 - Contact information
 - Links

- Information Center. The Consultant shall arrange for an area to display project exhibits, handouts and other project information.
- Groundbreaking Ceremony. The Consultant shall prepare appropriate exhibits and information for the groundbreaking ceremony.

Public outreach and involvement following the construction notice-to-proceed will be considered as an Additional Service.

Note: Additional stakeholder and public meetings may be required to comply with the National Environmental Policy Act (NEPA).

TASK 200 – ENVIRONMENTAL ASSESSMENT

It is anticipated that federal funds may be utilized directly for the Project (near term or long term improvements). As a consequence of the National Environmental Policy Act of 1969 (NEPA), it is assumed that an Environmental Assessment (EA) will be required to consider the Project's impacts on traffic, accessibility, neighborhoods, economic factors, natural resources, air quality, noise, wetlands, historic sites, and travel patterns/modes. Task 200 has been included to prepare and submit for approval an EA for this Project. It is noted that the Consultant cannot at this time, assure the City that an EA is the appropriate environmental document for this Project, or that a Finding of No Significant Impact (FONSI) can ultimately be obtained.

NOTE: For purposes of Task 200, the Project Area shall include the area within the Summerlin Parkway right-of-way plus any additional roadways, or portions of roadways identified in the scoping process as alternatives to be considered in the EA.

205 Public Involvement Process

- 2051 Federal, State, Local Agencies (sponsorship). Identify federal, state and local agencies for coordination and consultation on the design and environmental issues. Make initial contacts with these agencies and request the identification of issues to consider. Identify and confirm a federal sponsor for the EA.
- 2052 Method to Achieve Participation. Determine the method for coordination of public agencies that are not represented in the project team. Determine method for achieving participation from citizen groups and individuals.
- 2053 Obtain approval from NDOT. Request and obtain approval from NDOT for the coordination plan and public involvement process.
 - Deliverable: Approved description of Public Involvement Process.

210 Collect Engineering Data

- 2101 Utilities/Drainage Systems. Collect utility information including size, type and location of facilities within and adjacent to the Project Area. Collect information on existing drainage systems within and adjacent to the Project Area. CLV will provide needed information on its systems.
- 2102 Geotechnical Reports. Research sources and collect geotechnical data and reports.

- 2103 Right-of-Way Information. Obtain right-of-way, easement, prior rights, controlled access, and other legal documents pertaining to existing and available right-of-way in the Project Area.
- 2104 Traffic Projections. Obtain the most current traffic forecasts available from RTC, CLV, NDOT, and other (private) sources.
- 2105 Peak Hour Counts. Obtain existing peak-hour counts at all ramps, weaving sections, mainline, and other locations within the Project Area as needed.
- 2106 Land development plans/construction plans. Obtain plans for projects adjacent to the Project Area (i.e. U.S.95 Widening, CC215 Interchanges, Tenaya Overpass, etc.) Obtain development plans from area developers to determine future land use and densities.
- 2107 Public Transit. Research public transit opportunities in the Project Area, including existing and planned expansions or service enhancements. Investigate carpool/vanpool programs, HOV lane master plans and other public or mass transit opportunities in the Summerlin Parkway or parallel corridors.
 - Deliverable: Working paper summarizing the baseline information to be used to describe the environmental and engineering impacts of each alternative.

215 Collect Environmental Data

- 2151 Demographic/Economic Conditions. Identify demographic composition of the general Project Area. Include population characteristics and economic conditions.
- 2152 Existing Land Use Zoning. Identify and prepare exhibits defining the location of housing, commercial, industrial, schools, churches, parks, and other uses. Identify future land uses including redevelopment or intensification of uses. Determine the location of sensitive community environments and other outdoor land uses in the Project Area.
- 2153 Conduct Phase 1 Environmental Site Assessment. Following generally accepted environmental practices, prepare a Phase 1 Environmental Assessment to determine the potential existence of contaminants or hazardous materials.
- 2154 Conduct Noise Measurements. Conduct a noise measurement survey to determine the ambient noise environment in the Project Area. Identify potential noise sensitive receptors. Calibrate noise model.
- 2155 Collect air quality information. Establish existing air quality environment in the Project Area based on the existing air pollutant monitoring data obtained from the County Air Quality & Environmental Management Division.
- 2156 Cultural and historic resources. Identify and describe historic and cultural resources in the area. Consult with the State Historic Preservation Office (SHPO).
- 2157 Biological resources. Through local resources, identify and describe sensitive biological resources in the Project Area. Note if Project Area is occupied by sensitive or endangered species.

220 Identify Preliminary Alternatives

- 2201 Develop Project Purpose and Need. Develop a concise description of the purpose of widening the Summerlin Parkway from CC215 to U.S. 95 to improve mobility in the Project Area. Request and obtain approval of the Purpose and Need from project stakeholders and sponsor agencies.
- 2202 Develop range of possible alternatives, including No-Build. Utilizing discussions with sponsor agencies and citizens groups, prepare a listing of all feasible alternatives to the widening project. All alternatives will be initially considered.
- 2203 Prepare drawings. Prepare a definition of each alternative, including working sketches and/or CADD drawings. Submit and obtain concurrence that each alternative is accepted.
- 2204 Screen to eliminate fatal flaws and alternatives not meeting project need. Refine screening criteria to eliminate non-feasible or non-responsive alternatives. Refine alternatives and prepare descriptions of remaining, feasible alternatives. It is assumed that up to three (3) alternatives (plus No-Build) will be carried forward. Obtain approval for alternatives to be carried forward.
 - Deliverable: Working paper describing and presenting the alternatives that will be subjected to further refinement and evaluation.

235 Conduct Public Workshop (Scoping)

- 2351 Prepare displays and handouts. Include brief descriptions of the alternative selection process, sketches of preliminary alternatives and the basis for their identification.
- 2352 Conduct workshop, present information. Coordinate with NDOT's public hearing coordinators and arrange for location, date and format for public hearing.
- 2353 Document workshop input. Collect written and oral statements and prepare a workshop document for the record.
 - Deliverable: Workshop No. 1 Summary

240 Preliminary Engineering Analysis (up to 3 alternatives, plus No-Build)

- 2401 Prepare traffic analysis. Conduct Level-of-Service evaluation for each alternative. Determine the ability of each alternative to meet the Purpose and Need of the project.
- 2402 Prepare construction cost estimates. Complete conceptual-level costs to design and construct each alternative. Include long-term operational costs, if applicable (i.e. mass transit).
- 2403 Evaluate engineering impacts. Evaluate impacts on land use, utilities and private properties for each alternative. Evaluate compatibility with local traffic patterns. Determine right-of-way needed and evaluate impact of takings.
- 2404 Evaluate constructability/traffic control. Determine the impacts to businesses, commuter traffic patterns and delay for construction of each alternative.

- Deliverable: Engineering Report presenting the comparative analysis of the alternatives. (Traffic, Drainage, Utilities, Right-of-Way, Constructability, Costs, Business Impacts)

245 Preliminary Environmental Analysis (up to 3 alternatives, Plus No-build)

- 2451 Assess compatibility with land use. Compare each alternative with adopted and proposed general plans and zoning. Particularly evaluate the ability of the project to meet objectives along the corridor.
- 2452 Determine social/neighborhood impacts. Include issues of access to existing neighborhoods, neighborhood cohesion, travel patterns (home to work, home to shop) and public services (school, parks).
- 2453 Evaluate economic (business) impacts. Include relocation costs (if any), losses of residences or businesses, loss of access, etc.
- 2454 Evaluate potential for hazardous materials. Based on information in the Phase 1 Environmental Site Assessment, evaluate the potential for the existence of contaminants. Describe this potential for each alternative.
- 2455 Conduct air quality analysis. Prepare a study to conform to the regulations set forth in the State Implementation Plan (SIP), NEPA and the 1990 Clean Air Act and Amendments. (It is assumed that RTC will prepare the specific air quality modeling required.)
- 2456 Conduct noise level assessment. Calculate future noise levels at sensitive receptors using computer simulation.
- 2457 Define water quality, historic and archeological, biological, floodplain, wetlands, parklands, and other adverse impacts.
 - Deliverable: Environmental Report presenting the comparative analysis of the alternatives. (Economic, land use, noise, air quality, water quality, biological, historical, wetlands, and archeological impacts)

250 Refine Alternatives

- 2501 Based on results of 240 and 245, refine alternatives. Summarize the feasibility, mitigation and relative merits of each refined alternative. Define criteria for screening alternatives to a smaller number.
- 2502 Report. Prepare detailed sketches, drawings and descriptions of remaining alternatives. Request review and approval of results by project agencies.
 - Deliverables: Working paper summarizing the criteria, evaluation and findings of the refinement process. Sketches and drawings for public workshop.

255 Conduct Public Workshop (Alternatives)

- 2551 Prepare displays and handouts. Include brief descriptions of remaining alternatives, the selection process and the basis for removal of previous alternatives, if applicable.

- 2552 Conduct workshop, present information. Coordinate with NDOT's public hearing coordinators and arrange for location, date and format for public hearing.
- 2553 Document workshop input. Collect written and oral statements and prepare a document for the record.
- Deliverable: Workshop No. 2 Summary

260 Prepare Draft Environmental Assessment (EA)

- 2601 Describe/refine purpose and need. As a result of the two workshops and stakeholder meetings, review the original Purpose and Need Statement and refine or modify as needed to reflect environmental findings.
- 2602 Describe/define alternatives considered. Prepare detailed description and concept plans of final alternatives. Describe the ability of each alternative to meet the project purpose and need.
- 2603 Describe Engineering Analysis/Mitigations. Summarize the findings and mitigation measures, including costs, from the draft Engineering Report.
- 2604 Describe Environmental Analysis/Mitigations. Summarize the findings and mitigation measures, including costs, from the draft Environmental Report.
- 2605 Compile and assemble Draft EA in format prescribed by FHWA. Prepare exhibits, tables, figures, cost estimates and meeting summaries produced during the EA process. Prepare written descriptions of environmental consequences of each final alternative. Indicate preferred alternative for consideration based on all environmental and engineering consequences. Publish draft EA.
- Deliverable: Draft EA

265 Conduct Formal Public Hearing

- 2651 Prepare displays, presentation, handouts. Include detailed description of preferred alternatives, selection process and basis for designation of preferred alternative.
- 2652 Conduct Public Hearing. Coordinate with NDOT's public hearing coordinators and arrange for location, date and format for public hearing.
- 2653 Document statements and input from Public Hearing. Collect written and oral statements and prepare a document for the record.
- Deliverable: Public Hearing Summary

270 Prepare Final EA

- 2701 Revise EA. As directed, refine Draft EA based on public input, correspondence, agency recommendations and further analysis in response to public comments.
- 2702 Produce Final EA. Distribute final EA as required by applicable regulations.
- 2703 EA Support. Respond to comments or questions during review period.
- Deliverable: Final EA

TASK 300 – FEASIBILITY STUDY

NOTE: For purposes of Task 300, the Project Area shall refer to the existing Summerlin Parkway right-of-way only. The Feasibility Study shall not begin unless the Summerlin Parkway widening project is selected as the Preferred Alternative in the EA phase.

305 Collect Engineering Data: Collect utility information including size, type and approximate location of facilities. Research and obtain drawings and other information from the following projects:

- CC 215 Beltway/Summerlin Parkway Interchange
- Summerlin Parkway/Anasazi Drive Interchange
- Tenaya Way Overpass
- U.S. 95/Summerlin Parkway/Rainbow Boulevard Interchange
- US 95/Summerlin Parkway HOV Flyerover
- FAST Stage 2
- Bonanza Trail

Obtain and review available traffic data and traffic projections. Obtain a photographic base map and other mapping of sufficient quality and scale to develop a preliminary set of feasible alternatives.

310 Traffic Study: The Consultant shall prepare a comprehensive traffic analysis for this project. The traffic study work will consist of the following general items:

- Existing Traffic Data. The Consultant shall perform AM and PM peak hour turning movement counts at the ramp intersections with CC 215, Anasazi Drive, Town Center Drive, Rampart Boulevard, Durango Drive and Buffalo Drive. The Consultant shall also perform an orientation-destination study for northbound US 95 to Buffalo westbound off ramp and the Buffalo eastbound on ramp to southbound US 95 and Rainbow. The traffic counts shall also include ADT for Summerlin Parkway and the cross streets including Anasazi Drive, Town Center Drive, Rampart Boulevard and Buffalo Drive. Existing traffic counts will be supplemented with other available data furnished by the City of Las Vegas.
- Project Future Traffic Volumes. Review historical data from NDOT's permanent count stations and any additional data or projections provided by the City or RTC Travel Demand Model. Use travel demand model data (TransCADD), which would include the Summerlin Parkway widening within its roadway network if available, or use projected volumes using historical growth rates, to determine design year (20-year) ADT volumes and design hourly volumes. Project future turning movement and link volumes using these values ADT Projections.
- Assess Future Traffic Conditions. Perform analyses needed for pavement design and basic travel lane and turn lane requirements. Evaluate the lane configurations for Summerlin Parkway, on and off ramps and check weaving distances for adequacy. Prepare appropriate graphics to display the future traffic volumes and lane configurations. Prepare an animated simulation model of the future conditions using Synchro SimTraf software. Determine Traffic Index for pavement design.

- Ramp/Cross Street Intersection Analysis. Perform level-of-service (LOS) analyses for the intersections of the cross streets and on/off ramps. If required, evaluate alternative improvements to meet satisfactory LOS or provide cost effective intersection capacity improvements.
- Traffic Control Strategies. Assess traffic control strategies during construction of the widening to determine the constructability of the improvements under heavy traffic conditions.
- Deliverable: A Memorandum documenting the results of the traffic analysis. The memorandum will be utilized to document the basis of the design of the traffic engineering components. A copy of the Traffic Memorandum will be included in the Preliminary Design Report.

315 Conceptual Plan: Prepare three (3) alignment alternatives for the preliminary layout of an eight-lane widening concept, including provisions for ramp metering, ramp braiding at Buffalo Drive, auxiliary lanes between ramps, structure modifications, and connections to the CC 215 and U.S. 95 interchanges. The connection to the U.S. 95 interchange shall include provisions for an exclusive HOV lane onto and from U.S. 95. The plan alternatives shall be prepared in sufficient detail to define right-of-way and controlled access requirements and determine if existing bridge structures can be modified or if they will require replacement. Impacts to existing landscaping, utilities, storm drains and lighting shall also be determined for each alternative.

- Deliverable: Conceptual eight-lane plan (roll plot) and cost estimate.

320 Design Workshop: Following the submittal and review of the conceptual plan, the Consultant shall conduct a meeting with City, RTC, and NDOT to discuss design alternatives and establish criteria for selecting the preferred alternative. Discussion will include design criteria, constructability, aesthetics, and other project related issues.

325 Intelligent Transportation System (ITS) Investigation: Conduct a detailed investigation and conceptual plan for deployment of ITS features through the Project corridor. The Consultant shall review previous efforts and systems currently contemplated or initiated by the FAST System. The review shall include, as a minimum, the following features:

- a. **Traffic Flow Control:** Ramp metering design for all on-ramps with HOV bypass lanes.
- b. **Surveillance:** Closed-circuit television (CCTV) camera deployments, with pan/tilt/zoom capabilities, sited to provide coverage of the entire Summerlin Parkway facility, including ramps and grade separations.
- c. **Traffic Flow Monitoring:** Traffic detection to allow for continuous monitoring (volumes, speed and densities) for all ramps and each freeway segment (by direction and by lane).
- d. **Traffic Information Dissemination:** Dynamic message signs (DMS) and trailblazer signs.
- e. **HOV Lane Management:** HOV lane violation detection and development of 2+/3+ HOV lane eligibility criteria.

- f. Incident Management: Low-powered highway advisory radio transmitters.
- g. Communications Analysis: Fiber optic cable routing, topology, and technology; CWTI hi-speed hotspots and/or Mesh Networks.
- h. Early deployment features during construction:
 - Movable wireless IP cameras for surveillance of staged construction activities.
 - Website for real-time public monitoring of traffic disruptions.
 - Highway advisory radio, optionally with Active signs.
 - Diversion plans for pre-development

Following the review of previous efforts, the Consultant shall conduct a meeting with the City, RTC, NDOT, and RTC-FAST representatives to discuss the details and scope of this sub-task. A draft report will then be prepared to document the recommendations as to which features to include in the Project. The draft report will also recommendations as to Project elements that will allow for future provision of potentially needed TIS features. The Consultant shall then conduct a review meeting to receive comments and discussion on the draft report and prepare a Final Report.

- Deliverable: Draft and Final ITS Report.

330 Noise Study: Conduct a detailed analysis of noise impacts along the Project corridor to evaluate the need for sound walls, following procedures of the FHWA and NDOT. The study shall generally consist of the following procedures:

- Inspect Project area and categorize existing land use
- Measure the existing area noise levels.
- Calculate the project-related noise levels for the interim and ultimate conditions.
- Combine the existing and projected noise levels and compare the changes to FHWA criteria.
- Identify impacts and potential investigation measures.

Prepare exhibits and displays indicating potential sound wall locations, elevations and design (materials, colors, heights) for use at public meetings. Prepare recommendations regarding where sound walls should be constructed in the near term and long term projects.

- Deliverable: Sound Study Report and Sound Wall Exhibits

335 Landscaping and Aesthetic Concepts: Following the preparation of the conceptual plan described in Tasks 310, the Consultant shall conduct an evaluation of any remaining landscape areas to determine an appropriate overall landscaping concept for the Summerlin Parkway. The concept shall consider the existing landscaping intensity, future maintenance, trails, input from Summerlin community representatives and budget constraints. The landscaping shall also be compatible with NDOT's Landscape and Aesthetic Master Plan to the extent it applies to this project.

Prepare recommendations regarding project landscaping and aesthetic treatments to bridges, sound walls and other structures. Prepare exhibits and displays suitable to convey alternatives for use at public workshops. Based on public and City input, modify draft recommendations as required to finalize the landscaping master plan. Preparation of contract drawings for the landscaping will be will be performed by an amendment to this contract.

- Deliverable: Draft and Final Landscape and Aesthetic Master Plan.

340 NDOT Compliance Review: In consultation with NDOT and the City, the Consultant will conduct a comprehensive review of the existing design and field conditions in preparation for the City's future transfer of ownership and maintenance of the Summerlin Parkway. The review shall include, but not be limited to, the following features:

- Horizontal/Vertical Geometrics
- Drainage
- Roadside Conditions/Barrier Rail/Guard Rail
- Traffic Signage/Pavement Markings/ITS
- Accel/Decel Lanes and Merge/Diverge Angles
- Pavement Width/Shoulder Width
- Existing Monuments
- Vertical and Horizontal Clearance
- Lighting
- Landscape/Hardscape
- Utility Encroachments/Permitting
- Pavement Structure and Condition
- Right-of-Way/Controlled Access/Vesting/Deeds
- Utility Rights
- Bridge Condition
- Maintenance Accommodations
- Control of Access Fencing

The compliance review shall consider the conditions after the construction of the project improvements. A written evaluation of the above items will be prepared and submitted to the City for review. Any non-standard NDOT features will be discussed and possible mitigation measures recommended to the City and NDOT. Final design of the mitigation measures shall be considered as an Additional Service.

- Deliverable: NDOT Compliance Report

TASK 400 – PRELIMINARY DESIGN

Following the completion of the tasks under Task 200 and 300, a preliminary design will be prepared. This design will incorporate all previously identified features (ITS, landscaping, NDOT compliance, structure modifications, sound walls, and other City requirements).

For purpose of this preliminary design, it has been assumed that:

- No ramp meters will be included in the plans, but provisions will be made.
- Ramp and cross street capacity improvements will be included, as determined in the traffic study.
- Pavement overlay and/or open-grade on ramps will be included.
- Sound walls will be constructed along all residential frontages.
- No braided ramps will be included in the plans.
- Buffalo Drive and Crestdale Lane overpasses can be modified to span the required additional lanes.

- Town Center Drive and Rampart Boulevard bridge structures can be widened to accommodate the required additional lanes.
- RCB structure west of Rampart Boulevard will be extended with MSE walls.
- Low-mast continuous lighting will be utilized in residential areas with high-mast lighting in non-residential areas.
- All of the Interim improvements can be built within existing right-of-way.
- Major drainage structures at Rampart Boulevard and Buffalo Drive provide adequate capacity for roadway drainage.
- Only one preferred alternative will be advanced to the preliminary design phase.

The specific tasks to be completed for this effort include the following:

405 Control Survey: Control surveys for the project will include setting aerial panels and establishing a coordinate system. The control survey will be tied to previously established horizontal control and to the City's vertical control network utilizing control information provided by the City. Existing monuments within the project limits will be tied into this control network. Consultant will establish roadway alignments from control information found in the field and record information provided by the City

410 Design Surveys: Aerial mapping and field design surveys will be used to develop engineering base sheets and digital terrain models (DTM). All aerial mapping and DTM will be produced from aerials flown at an altitude to produce 1 inch to 50 feet horizontal scale with one-foot contour intervals per National Mapping Accuracy Standards. One-foot interval contours will be developed utilizing a digital terrain program and the aerial mapping. Topographic surveys of existing features will be completed in the field to supplement aerial photography.

415 Right-of-Way Mapping: No right-of-way design will be included in this project. Existing property lines will be transferred from record information to base sheets and tied to the control network. Right-of-way plans in conformance with NDOT format shall be prepared for the project limits. Legal descriptions for up to ten (10) parcels needed to complete Summerlin Parkway overpasses and interchanges and revisions to the control of access will be prepared and provided to the City. Temporary construction and permanent easements on private property (up to a maximum of thirty (30) parcels) will be prepared and provided to the City for acquisition. The Consultant shall attend four (4) meetings with the City and NDOT to discuss the requirements for the right-of-way transfer.

420 Horizontal Control Plan: Prepare a horizontal control plan to be included in the contract plans showing ties to existing monumentation, centerline bearings and distances, right-of-way, easements (within the right-of-way provided by the City) and project benchmarks, stamped by a Nevada PLS. A Record of Survey will be prepared. Project Monumentation consisting of up to twelve (12) horizontal/vertical benchmarks for construction will be completed and added to the Record of Survey.

425 Geotechnical Investigation and Pavement Design Report: Through a Subconsultant, a geotechnical and pavement condition investigation will be performed for the widening of Summerlin Parkway. The investigation will include gathering field information needed for the new pavement improvements, and the evaluation of the existing pavement along Summerlin Parkway, and existing ramps. The work shall conform to AASHTO criteria. The work to be completed is as follows:

- Review pertinent background data, including in-house geotechnical data, readily available geotechnical reports, stereoscopic aerial photographs, published geologic maps, soils data, and literature.
- Perform a site reconnaissance along the subject road alignments to evaluate the existing pavement conditions. Areas that exhibit significant pavement deterioration and cracking will be documented.
- Perform a subsurface evaluation consisting of borings and cores along the Summerlin Parkway and all ramp alignments. The borings will be drilled at a spacing of approximately 500 feet to depths of approximately 10 feet along Summerlin Parkway and one core at ¼-mile spacing in each direction. One boring will be drilled on each ramp. A total of fifty (50) borings and forty (40) cores are anticipated. The explorations will be logged during drilling and samples used for laboratory testing. The station, offset and elevation at the boring and core locations will be obtained and documented in the plans and report.
- Obtain and review geotechnical reports for the structures, including bridges, sound walls and retaining walls, along Summerlin Parkway. Borings to supplement and confirm existing information will be part of Additional Services.
- Perform laboratory tests to evaluate physical and engineering properties of the subgrade, including gradation, Atterberg limits, plasticity limit, R-value, solubility and chemical (sulfate) considerations.
- Compile and analyze the accumulated data. Recommend new pavement sections. Transmit core information to NDOT Materials Division for determination of existing pavement rehabilitation.
- Prepare a written report presenting the findings, conclusions, and geotechnical recommendations for the design and construction of the proposed improvements, including recommendations regarding new pavement section and overlay thickness (By NDOT) based on AASHTO design criteria, structural bearing capacity, earthwork and backfill requirements. Prepare recommendations for pier designs, retaining walls and foundations for structures requiring major modifications.
- Review final plans to confirm conformance with recommendations in geotechnical report. Prepare letter certifying conformance.

Pavement design will be based on the *AASHTO Guide for Pavement Design*, and NDOT criteria. A copy of the geotechnical report recommendations will be included in the Preliminary Design Report.

430 Utility Coordination: The Consultant shall contact the utility companies to obtain information relating to the location and size of their existing facilities. Existing utilities within the project limits will be shown on base mapping using survey data and as-built information supplied by the City and local utility companies. Existing utilities shown on base mapping will be submitted to the utility companies to verify size and location. Potential conflicts between existing utilities and the proposed will also be identified. A detailed utility conflict schedule and potholing plan will be prepared and included in the Preliminary Design Report. The Consultant shall acquire prior rights documents with assistance from the City.

435 Drainage Study: A Conceptual Drainage Study with recommendations will be prepared by the Consultant. The Consultant shall research the drainage studies and plans for the existing drainage improvements along Summerlin Parkway. The study shall include preparing the onsite and offsite hydrologic models for areas of the project that do not drain directly into the existing CCRFCD facilities based on the preliminary grading concepts in accordance to the most restrictive level of NDOT, CCRFCD or RTC criteria. Conceptually size hydraulic conveyance facilities to protect the road will also be determined based on normal depth methodology. No new regional flood control facilities are anticipated for this project. It is assumed that the existing CCRFCD facilities are sufficient to handle the 100-year design flows. The study shall be submitted to the City, NDOT, CCRFCD and RTC for review. A copy of the Technical Drainage Study will be included in the Preliminary Design Report. The project will extend existing drainage facilities to accommodate the widening of Summerlin Parkway.

440 Bridge Widening Analysis: The Consultant shall review the existing structures and make recommendations for modifying the structures at Rampart Boulevard, RCB box west of Rampart and Town Center Drive and Crestdale Lane to accommodate the proposed widening. The Consultant shall prepare a preliminary bridge sheet showing the proposed modifications.

445 Lighting Analysis: The Consultant shall prepare a lighting study for the Project to determine the lighting system required including type, location and possible locations of service pedestals. The study will include evaluating the performance of high mast vs. conventional lighting.

450 Submittal: This submittal will include plans and cost estimates for all Preliminary Design items approved for construction. Preliminary plans will be assembled and construction costs estimated for all major items of work to be contracted.

- Deliverable: Eighteen (18) copies of the Preliminary Design Report with eighteen (18) sets of 11 x 17 (half-size) plan sets depicting the preferred alternative conceptual design.

4.0 FINAL DESIGN AND CONSTRUCTION PLANS – PHASE 2 (RAMPART TO U.S. 95)

Following approval of the Preliminary Design Report and confirmation and approval of the final scope of improvements, the Consultant shall commence with final design and preparation of contract documents for Summerlin Parkway from Rampart Boulevard Interchange to the U.S. 95/Rainbow Boulevard Interchange. Any design items included in the scope that were not anticipated or included hereunder including the final design of improvements on the cross street and/or ramps shall be added to the scope of work by Additional Service request.

TASK 500 – PRELIMINARY AND GENERAL ITEMS

505 Design Kickoff Meeting: The Consultant shall prepare an agenda and a final Project schedule and attend a kickoff meeting with the City within ten calendar days of the issuance of the Notice to Proceed with final design. By noon of the third business day following the meeting, the Consultant shall prepare and distribute draft meeting minutes to all attendees. The Consultant shall prepare and distribute final meeting minutes and approved project schedule by the end of the third business day following distribution of the draft minutes.

- Deliverable: Final design kickoff meeting, meeting minutes and project schedule.

510 Regular Monthly Progress Meetings: To be held with the City, other agencies and utility companies as required. By noon of the third business day following each meeting, the Consultant shall prepare and distribute draft meeting minutes to all attendees. The Consultant shall prepare and distribute final meeting minutes by the end of the third business day following distribution of the draft minutes. For purposes of this Scope of Services, it has been assumed that ten (10) progress meetings will be held for Phase 2.

- Deliverable: Project progress meeting and meeting minutes.

515 Project Management/Administration: General project management, preparation of monthly invoices in the City's format, and coordinate the work of all subconsultants.

520 Project Coordination: Meetings will be held to review and discuss the 50%, 90% and final submittal comments. The review meetings may be held in lieu of, or in conjunction with, the regular progress meetings. By noon of the third business day following each meeting, the Consultant shall prepare and distribute draft meeting minutes to all attendees. The Consultant shall prepare and distribute final meeting minutes by the end of the third business day following distribution of the draft minutes.

- Deliverable: Project coordination meetings and meeting minutes

525 Technical Drainage Study: The Consultant shall prepare a technical drainage study for Summerlin Parkway from Rampart Boulevard to US 95 consisting of refining the hydrologic analysis, modeling the facilities using WSPG or Standard Form 6 programs and summarizing results in a study. The study will also review and analyze the drainage flow from roadside ditches to the Angel Park Detention Basin to mitigate existing erosion problems.

- Deliverable: Technical Drainage Study – Rampart Boulevard to US 95.

TASK 600 – 50% PLANS, SPECIAL PROVISIONS AND ESTIMATE

605 Utility Potholes: The Consultant shall determine the need for utility potholes as required, to locate existing utilities that would interfere with the proposed roadway, structural and drainage improvements. A maximum of thirty (30) potholes will be included under this Scope of Services. Additional potholes, if required, and approved by the City, will be obtained under Additional Services as defined in Exhibit "B".

- Deliverable: Utility pothole data consisting of location, depth and size of each utility facility actually located in the field (or attempted location if facility cannot be found).

610 Utility Coordination: The Consultant will set up meetings with the City, RTC, and affected utility companies to coordinate utility issues. Road plan and profile sheets, preliminary storm drain profiles, and preliminary sanitary sewer profiles will identify potential utility conflicts and will be available for the meeting.

- Deliverable: Half-size (11" x 17") plans sent to the utility companies.

615 50% Submittal: This submittal will include plans, Special Provisions and cost estimates for all Predesign Report items approved for construction to be included in the project. Preliminary

Special Provisions to the Standard Specifications will be assembled and construction costs estimated.

The preliminary plans to be submitted will tentatively include the following sheets:

- City of Las Vegas standard cover sheet. The City shall provide an electronic file for the Consultants use. (1 sheet)
- Location Map, Vicinity Map and Sheet Index (1 sheet)
- Notes, Symbol Index and Abbreviations (1 sheet)
- Monumentation and Survey Control Sheet (4 sheets) at a scale of 1 inch to 400 feet, containing the basis of bearing, benchmarks, centerline bearings and distances and ties.
- Typical Sections (3 sheets) showing structural sections of the proposed improvements (width and depth of asphalt paving and base, medians, ramp side slopes, sidewalks and curbs, overlays and cross slopes)
- Removal and Relocation Plan (13 sheets) at a scale of 1 inch to 50 feet. The plan view shall depict the limits of work, existing topography, centerline stationing, bearings, existing utilities and locations of all improvements to be removed and/relocated within the limits of work.
- Roadway Construction Plan (18 sheets) at a scale of 1 inch to 50 feet. The plan view shall depict the limits of work, existing topography, centerline stationing, bearings, geometrics, existing utilities and locations of all improvements for Summerlin Parkway. The plans will also include overlaying the existing ramps.
- Roadway Pavement Grading and Gore Plans (27 sheets) at a scale of 1 inch to 20 feet horizontal. The plan view shall show the proposed pavement grades along the proposed edge of pavement at 50-foot intervals along the tangents and 25-foot intervals along curvilinear sections.
- Storm Drain Plan/Profile and Grading Sheets (21 sheets) at a scale of 1 inch to 50 feet horizontal and 1 inch to 5 feet vertical. The plan view shall depict existing utilities, grading and the location and size of inlets, laterals, manholes and main pipes along Summerlin Parkway. The length and slope of storm drain pipes will also be shown.
- Traffic Signing and Striping Plans (29 sheets) at a horizontal scale of 1 inch to 50 feet. Signing and striping plans will include location and type of all pavement markings, location and mounting type for all ground mounted signs, and legend details, sign structure details and locations for all overhead signs, including VMS and Trailblazer signs.
- Lighting Plans (25 sheets) at a horizontal scale of 1 inch to 50 feet. Lighting plans will include location and type of lighting fixtures, including lighting for Summerlin Parkway, continuous ramp lighting for on and off-ramps, underpass lighting, all service points and circuit details. The plans will also include the following ITS devices:
 - Interconnect conduit and fiber optic cable along the ramp to connect to the existing signal controller cabinet at the cross street
 - Traffic monitoring and surveillance cameras at Summerlin Pkwy/US 95, Buffalo, Durango, and Rampart.

- Traffic count detector stations.
- Structural Details (6 sheets) for the modification of MSE walls at golf cart crossings and culvert extensions.
- Traffic Control Plans (6 sheets) for Summerlin Parkway. Basic layout for temporary crossovers for Summerlin Parkway detours will be provided. These sheets will be for temporary paving and striping only. Construction phasing and general traffic control plans shall be prepared by the Consultant for the improvements within NDOT right-of-way, including requirements within the U.S. 95/Rainbow Boulevard Interchange, as required for NDOT Encroachment Permit Application. Detailed traffic control plans for the project will be prepared by Contractor. Conceptual locations for Overheight Detection Warning Systems shall be determined.
- Sound Wall/Fencing Plans (21 sheets) at a scale of 1 inch to 50 feet. Plan sheets shall show new sound wall and fence line adjacent to revised ramps including the removal of existing fence, where applicable. Structural details for the sound walls will be included.
- Landscaping/Irrigation Restoration Plans (18 sheets) at a scale of 1 inch to 50 feet. Plan sheets shall show restoring existing landscaping and irrigation systems. New landscaping design is not included in this task but will be part of Additional Services.

Total Estimated Sheets = 194

- Deliverable: Eighteen (18) copies each of the half-size (11" x 17") plans, and cost estimates by item and funding source for review by the City and RTC. Seven copies each of the half-size plans for review by each utility company.

TASK 700 - 90% PLANS, SPECIAL PROVISIONS AND ESTIMATE

705 90% Submittal: This submittal will include further refinements to the 50% plans, Special Provisions, and cost estimate to reflect 90% completion. In addition to the items contained in the 50% submittal, this submittal will include responses to comments on the 50% plans, storm drain lateral profiles, a general construction schedule, including an investigation of possible construction staging areas, and recommendations for earthwork balancing. Prior to the 90% submittal, the following shall be performed; walk-thru with the City, buildability and constructability review, detailed utility conflict schedule and potholing plan review (consisting of preparing working drawings of construction plans showing the utilities and crossings), review boring locations and recommendations of geotechnical report and review construction phasing and traffic control including detours and crossovers.

- Deliverable: Eighteen (18) copies each the half-size (11" x 17") plans, Special Provisions, general construction schedule, and cost estimate by item and funding source for review by the City and RTC. Quantities and cost estimate will be broken out by funding source. Seven copies of the half-size plans for review by the utility companies responsive to their comments from the 50% submittal.

TASK 800 - FINAL PLANS, SPECIAL PROVISIONS AND ESTIMATE

805 Final Submittal: The plans, Special Provisions, and cost estimate will be further refined to reflect completion. The Special Provisions will include a bid schedule in City format.

- Deliverable: Eighteen (18) copies each of half-size plans (11" x 17"), Special Provisions, and cost estimate. Quantities and cost estimate will be broken out by funding source.

810 NDOT Encroachment Permit: Prepare and submit an NDOT Encroachment Permit Application for the Summerlin Parkway improvements within NDOT jurisdiction.

- Deliverable: Approved NDOT Encroachment Permit.

TASK 900 - BID SUBMITTAL: The Consultant will make final corrections to the plans and Special Provisions and prepare the final cost estimate using the City's bid schedule. The Consultant will obtain final approval signatures from the City, RTC, and the utility companies.

- Deliverables: One set of full-size (24" x 36") mylar plan sheets stamped and signed by a Nevada P.E., which includes the cover sheet containing all approval signatures. One set of original Special Provisions stamped and signed by a Nevada P.E. One copy of the final cost estimate in the City's bid schedule format. Two CDs (City and NDOT) containing electronic design (.dwg) files.

TASK 1000 – PRE-CONSTRUCTION SERVICES – PHASE 2:

1005 Attend Pre-Bid Meeting.

1010 Technical Addenda: The Consultant will prepare up to three (3) technical addenda as requested by the City. It is agreed, however, that such work will not be counted against this allowance and shall not be considered to be Additional Services when caused by a failure of the Consultant to perform in the first instance.

- Deliverables: Technical addenda.

1015 Attend Pre-Construction Meeting.

5.0 FINAL DESIGN AND CONSTRUCTION PLANS – PHASE 3 (CC 215 TO RAMPART)

Following approval of the Preliminary Design Report, and confirmation and approval of the final scope of improvements, the Consultant shall commence with final design and preparation of contract documents for Summerlin Parkway from CC 215 to Rampart Boulevard Interchange. Any design items included in the scope that were not anticipated or included hereunder including the final design of improvements on the cross street and/or ramps shall be added to the scope of work by Additional Service request.

TASK 1100 – PRELIMINARY AND GENERAL ITEMS

1105 Design Kickoff Meeting: The Consultant shall prepare an agenda and a final Project schedule and attend a kickoff meeting with the City within ten calendar days of the issuance of the Notice to Proceed with final design. By noon of the third business day following the meeting, the Consultant shall prepare and distribute draft meeting minutes to all attendees. The Consultant shall prepare and distribute final meeting minutes and approved project schedule by the end of the third business day following distribution of the draft minutes.

- Deliverable: Final design kickoff meeting, meeting minutes and project schedule.

1110 Regular Monthly Progress Meetings: To be held with the City, other agencies and utility companies as required. By noon of the third business day following each meeting, the Consultant shall prepare and distribute draft meeting minutes to all attendees. The Consultant shall prepare and distribute final meeting minutes by the end of the third business day following distribution of the draft minutes. For purposes of this Scope of Services, it has been assumed that ten (10) progress meetings will be held for Phase 3.

- Deliverable: Project progress meeting and meeting minutes.

1115 Project Management/Administration: General project management, preparation of monthly invoices in the City's format, and coordinate the work of all subconsultants.

1120 Project Coordination: Meetings will be held to review and discuss the 50%, 90% and final submittal comments. The review meetings may be held in lieu of, or in conjunction with, the regular progress meetings. By noon of the third business day following each meeting, the Consultant shall prepare and distribute draft meeting minutes to all attendees. The Consultant shall prepare and distribute final meeting minutes by the end of the third business day following distribution of the draft minutes.

- Deliverable: Project coordination meetings and meeting minutes

1125 Technical Drainage Study: The Consultant shall prepare a technical drainage study for Summerlin Parkway from CC-215 to Rampart Boulevard consisting of refining the hydrologic analysis, modeling the facilities using WSPG or Standard Form 6 programs and summarizing results in a study.

- Deliverable: Technical Drainage Study – CC-215 to Rampart Boulevard.

TASK 1200 – 50% PLANS, SPECIAL PROVISIONS AND ESTIMATE

1205 Utility Potholes: The Consultant shall determine the need for utility potholes as required, to locate existing utilities that would interfere with the proposed roadway, structural and drainage improvements. A maximum of thirty (30) potholes will be included under this Scope of Services. Additional potholes, if required, and approved by the City, will be obtained under Additional Services as defined in Exhibit "B".

- Deliverable: Utility pothole data consisting of location, depth and size of each utility facility actually located in the field (or attempted location if facility cannot be found).

1210 Utility Coordination: The Consultant will set up meetings with the City, RTC, and affected utility companies to coordinate utility issues. Road plan and profile sheets, preliminary storm drain profiles, and preliminary sanitary sewer profiles will identify potential utility conflicts and will be available for the meeting.

- Deliverable: Half-size (11" x 17") plans sent to the utility companies.

1215 50% Submittal: This submittal will include plans, Special Provisions and cost estimates for all Predesign Report items approved for construction to be included in the project.

Preliminary Special Provisions to the Standard Specifications will be assembled and construction costs estimated.

The preliminary plans to be submitted will tentatively include the following sheets:

- City of Las Vegas standard cover sheet. The City shall provide an electronic file for the Consultants use. (1 sheet)
- Location map, Vicinity map and Sheet Index (1 sheet)
- Notes, Symbol Index and Abbreviations (1 sheet)
- Monumentation and Survey Control Sheet (5 sheets) at a scale of 1 inch to 400 feet, containing the basis of bearing, benchmarks, centerline bearings and distances and ties.
- Typical Sections (3 sheets) showing structural sections of the proposed improvements (width and depth of asphalt paving and base, medians, ramp side slopes, sidewalks and curbs, overlays and cross slopes)
- Removal and Relocation Plan (15 sheets) at a scale of 1 inch to 50 feet. The plan view shall depict the limits of work, existing topography, centerline stationing, bearings, existing utilities and locations of all improvements to be removed and/relocated within the limits of work.
- Roadway Construction Plan (20 sheets) at a scale of 1 inch to 50 feet. The plan view shall depict the limits of work, existing topography, centerline stationing, bearings, geometrics, existing utilities and locations of all improvements for Summerlin Parkway. The plans will also include overlaying the existing ramps.
- Roadway Profile Sheets (34 sheets) at a scale of 1 inch to 20 feet horizontal. The plan view shall show the proposed pavement grades along the proposed edge of pavement at 50-foot intervals along the tangents and 25-foot intervals along curvilinear sections.
- Storm Drain Plan/Profile and Grading Sheets (21 sheets) at a scale of 1 inch to 50 feet horizontal and 1 inch to 5 feet vertical. The plan view shall depict existing utilities, grading and the location and size of inlets, laterals, manholes and main pipes along Summerlin Parkway. The length and slope of storm drain pipes will also be shown.
- Traffic Signing and Striping Plans (37 sheets) at a horizontal scale of 1 inch to 50 feet. Signing and striping plans will include location and type of all pavement markings, location and mounting type for all ground mounted signs, and legend details, sign structure details and locations for all overhead signs, including VMS and Trailblazer signs.
- Lighting Plans (29 sheets) at a horizontal scale of 1 inch to 50 feet. Lighting plans will include location and type of lighting fixtures, including lighting for Summerlin Parkway, continuous ramp lighting for on and off-ramps, underpass lighting, all service points and circuit details. The plans will also include the following ITS devices
 - Interconnect conduit and fiber optic cable along the ramp to connect to the existing signal controller cabinet at the cross street
 - Traffic monitoring and surveillance cameras at Summerlin Pkwy/US 95, Buffalo, Durango, and Rampart.

- Traffic count detector stations.
- Bridge Modification Plans (12 sheets) for the underpass modification (slope tie back) at Crestdale Lane, and bridge modifications at Town Center Drive and Rampart Boulevard, MSE walls at golf cart crossings and culvert extensions.
- Structural Details (6 sheets) for the modification of MSE walls at golf cart crossings and culvert extensions, sound walls and screen walls.
- Traffic Control Plans (6 sheets) for Summerlin Parkway. Basic layout for temporary crossovers for Summerlin Parkway detours will be provided. These sheets will be for temporary paving and striping only. Detailed traffic control plans for the project will be prepared by Contractor. Conceptual locations for Overheight Detection Warning Systems shall be determined.
- Sound Wall and Fencing Plans (30 sheets) for Summerlin Parkway. Plan sheets shall show new sound wall and fence line adjacent to revised ramps including the removal of existing fence, where applicable. Structural details for the sound walls will be included.
- Landscaping/Irrigation Restoration Plans (20 sheets) at a scale of 1 inch to 50 feet. Plan sheets shall show restoring existing landscaping and irrigation systems. New landscaping design is not included in this task but will be part of Additional Services.

Total Estimated Sheets = 241

- Deliverable: Eighteen (18) copies each of the half-size (11" x 17") plans, and cost estimates by item and funding source for review by the City and RTC. Seven copies each of the half-size plans for review by each utility company.

TASK 1300 - 90% PLANS, SPECIAL PROVISIONS AND ESTIMATE

1305 90% Submittal: This submittal will include further refinements to the 50% plans, Special Provisions, and cost estimate to reflect 90% completion. In addition to the items contained in the 50% submittal, this submittal will include responses to comments on the 50% plans, storm drain lateral profiles, a general construction schedule, including an investigation of possible construction staging areas, and recommendations for earthwork balancing. Prior to the 90% submittal, the following shall be performed; walk-thru with the City, buildability and constructability review, detailed utility conflict schedule and potholing plan review (consisting of preparing working drawings of construction plans showing the utilities and crossings), review boring locations and recommendations of geotechnical report and review construction phasing and traffic control including detours and crossovers.

- Deliverable: Eighteen (18) copies each the half-size (11" x 17") plans, Special Provisions, general construction schedule, and cost estimate by item and funding source for review by the City and RTC. Quantities and cost estimate will be broken out by funding source. Seven copies of the half-size plans for review by the utility companies responsive to their comments from the 50% submittal

TASK 1400 - FINAL PLANS, SPECIAL PROVISIONS AND ESTIMATE

1405 Final Submittal: The plans, Special Provisions, and cost estimate will be further refined to reflect completion. The Special Provisions will include a bid schedule in City format.

- Deliverable: Eighteen (18) copies each of half-size plans (11" x 17"), Special Provisions, and cost estimate. Quantities and cost estimate will be broken out by funding source.

1410 County Encroachment Permit: Coordinate with Clark County Public Works (CCPW) to obtain approval for improvements required within CC 215 right-of-way.

- Deliverable: CCPW approval and signature on plans

TASK 1500 - BID SUBMITTAL: The Consultant will make final corrections to the plans and Special Provisions and prepare the final cost estimate using the City's bid schedule. The Consultant will obtain final approval signatures from the City, RTC, and the utility companies.

- Deliverables: One set of full-size (24" x 36") mylar plan sheets stamped and signed by a Nevada P.E., which includes the cover sheet containing all approval signatures. One set of original Special Provisions stamped and signed by a Nevada P.E. One copy of the final cost estimate in the City's bid schedule format. Two CDs (City and NDOT) containing electronic design (.dwg) files.

TASK 1600 – PRE-CONSTRUCTION SERVICES – PHASE 3:

1605 Attend Pre-Bid Meeting.

1610 Technical Addenda: The Consultant will prepare up to three (3) technical addenda as requested by the City. It is agreed, however, that such work will not be counted against this allowance and shall not be considered to be Additional Services when caused by a failure of the Consultant to perform in the first instance.

- Deliverables: Technical addenda.

1615 Attend Pre-Construction Meeting.

**SUMMERLIN PARKWAY IMPROVEMENT PROJECT
CLARK COUNTY ROUTE 215 BRUCE WOODBURY BELTWAY TO US 95
EXHIBIT "B"
ADDITIONAL SERVICES**

TASK 1700 – ADDITIONAL SERVICES: Additional services may be requested of the Consultant by the City during the project duration. Although unforeseen or uncertain at this time, these services could include the following:

- 1705** Demolition plans and contract documents.
- 1710** Additional Progress Meeting, Project Administration and Project Coordination due to an extended design duration.
- 1715** Additional public meetings that could be deemed necessary.
- 1720** Collect additional turning movement and ADT traffic counts to augment or supplement traffic data collected by the Consultant or City.
- 1725** Additional pothole location exhibits, potholing subcontractor services and pothole survey.
- 1730** Additional design work due to expanded scope or major Project changes occurring after the Phase 1 Feasibility Study.
- 1735** Additional drainage analyses and/or design beyond the scope of work and assumptions outlined in Exhibit A.
- 1740** Additional structural design and details beyond the scope of work outlined in Exhibit A.
- 1745** Assist the City in evaluating bids received.
- 1750** Review shop drawings and/or contractor submittals as requested by the City.
- 1755** Answer contractor RFIs as directed by the City.
- 1760** Modify construction drawings to show as-built revisions as provided on redlines supplied by the construction inspector. Any improvements that are not constructed per the approved drawings will be drawn as constructed and clouded as an "AS-BUILT" revision.
- 1765** Prepare construction plans for the following ITS Devices/Tasks:
 - a. Ramp metering signal systems for the ramps.
 - b. Communications hub facility near 215 interchange.
 - c. Freeway and arterial DMS.
 - d. Dynamic advisory signs for metered on-ramp delay time.
 - e. Procedures, Practices and System Design.

- 1770** Prepare signal modifications at ramp intersections.
- 1775** Prepare 3-D animation of the proposed improvements for use at public meetings.
- 1780** Prepare landscaping plans for new layout and design beyond the scope of work outlined in Exhibit A.
- 1785** Prepare construction plans for a braided ramp design for westbound Summerlin Parkway and Buffalo westbound off ramp as a recommendation of Task 300
- 1790** Prepare plans for a trail.

Exhibit C
Manhour Estimates
Summerlin Parkway,
CC 215 to US-95
Professional Services Agreement

DATE: 1/30/06		PROJECTED HOURS								
Task No.	Task Description	Princ.	Sup. Engr.	Sr. Eng.	Sup. Dsgr./Engr.	Designer	Tech/Cadd	Survey	Direct Expenses	Total
	Hourly Rate	\$179.00	\$173.00	\$152.00	\$133.00	\$114.00	\$92.00	\$210.00	See Exhib. D-1	
BASIC SERVICES										
100	Preliminary and General Items (Phase 1)									
105	Kickoff Meeting	4	8		4					16
110	Regular Monthly Progress Meetings (6)	4	18		12					34
115	Project Management/Administration	24	12							36
120	Project Coordination	4	12							16
125	Public Outreach and Involvement	24	160		160		120			464
200	Environmental Assessment									
205	Public Involvement Process	10	10							20
210	Collect Engineering Data	4	20				40			64
215	Collect Environmental Data	20	10		20					50
220	Identify Preliminary Alternatives	10	10	80	40		80			220
235	Conduct Public Workshop #1	4	4		10		20			38
240	Preliminary Engr. Analysis	10	40	80	120		40			290
245	Preliminary Env. Analysis	20	20				40			80
250	Refine Alternatives	10	10		20		40			80
255	Conduct Public Workshop #2	4	4		10		20			38
260	Prepare Draft EA	20	40		80		40			180
265	Conduct Formal Public Hearing	4	4		10		20			38
270	Prepare Final EA	10	4		20		10			44
300	Feasibility Study									
305	Collect Engineering Data		2		8	8	16			34
310	Traffic Study	8	24		160	60				252
315	Conceptual Plan	8	60		160	160	240			628
320	Design Workshop	4	8	4	8		8			32
325	ITS Investigation	1	4		8					13
330	Noise Study	4	16		80	80				180
335	Landscaping and Aesthetic Concepts		2		4					6
340	NDOT Compliance Review	4	24	40	80					148
400	Preliminary Design									
405	Control Survey		10		56	40		40		146
410	Design Surveys					10		210		220
415	Right-of-Way Mapping	16	80	80	40	160	80			456
420	Horizontal Control Plan		36		16	60	60	24		196
425	Geotechnical Invest and Pvm Design Report	1	8		8			80		97
430	Utility Coordination		20		40		40			100
435	Conceptual Drainage Study	11	42		116		270			439
440	Bridge Widening Analysis		20	80	60	40				200
445	Lighting Analysis		8		40		40			88
450	Submittal		4		8		16			28
500	Preliminary and General Items (Phase 2)									
505	Kickoff Meeting	4	8		4					16
510	Regular Monthly Progress Meetings (10)	8	30		20					58
515	Project Management/Administration	24	12							36
520	Project Coordination	4	12							16
525	Technical Drainage Study	8	24		74		140			246
600	50% Plans, Special Provisions & Est.									
605	Utility Potholes (10)		8		8	16		8		40
610	Utility Coordination		16		40					56
615	50% Submittal	16	166	250	532	569	1080			2613
700	90% Plans, Special Provisions & Est.									
705	90% Submittal	18	185	278	491	632	1200			2804
800	Final Plans, Special Provisions & Est.									
805	Final Submittal	2	18	28	59	63	120			290
900	Bid Submittal	2	24		60	60	60			206
1000	Pre-Construction (Phase 2)									
1005	Attend Pre-Bid Meeting		4		2					6
1010	Technical Addenda	2	8		20		20			50
1015	Attend Preconstruction Meeting		4		2					6
1100	Preliminary and General Items (Phase 3)									
1105	Kickoff Meeting	4	8		4					16
1110	Regular Monthly Progress Meetings (10)	8	30		20					58
1115	Project Management/Administration	24	12							36

Exhibit C
Manhour Estimates
Summerlin Parkway,
CC 215 to US-95
Professional Services Agreement

1120	Project Coordination	4	12						16
1125	Technical Drainage Study	8	24		74		140		246
1200	50% Plans, Special Provisions & Est.								
1205	Utility Potholes (10)		8		8	16		8	40
1210	Utility Coordination		16		40				56
1215	50% Submittal	20	206	349	639	645	1240		3099
1300	90% Plans, Special Provisions & Est.								
1305	90% Submittal	22	229	388	710	717	1378		3444
1400	Final Plans, Special Provisions & Est.								
1405	Final Submittal	2	23	39	71	72	138		345
1410	County Encroachment Permit		8		8				16
1500	Bid Submittal	2	24		60	60	60		206
1600	Pre-Construction (Phase 3)								
1605	Attend Pre-Bid Meeting		4		2				6
1610	Technical Addenda	2	8		20		20		50
1615	Attend Preconstruction Meeting		4		2				6
1700	Additional Services								
1705	Demolition plans and contract documents	2	16		40	60	100		218
	Additional Progress Meetings, Project Administration and Project Coordination	2	16		12				30
1715	Additional public meetings	4	16		16		40		76
1720	Collect additional turning movement and ADT traffic counts	1	1		4				6
1725	Additional pothole location exhibits		2		8		16	10	36
1730	Additional design work	2	16		40	80	120		258
1735	Additional drainage analyses	2	8	16	16	8			50
1740	Additional structural design	2	8	24	24	16			74
1745	Assist the City in evaluating bids received.	1	4		4				9
1750	Review shop drawings	2	40	80	100	80			302
1755	Answer contractor RFIs	4	40	60	60				164
1760	Modify construction drawings	2	16		60	80			158
1765	Prepare construction drawings for ITS devices	1	8		8				17
1770	Prepare signal mods at ramp intersections	2	16		40	120			178
1775	Prepare 3D animation	2	8		16	120			146
1780	Prepare landscaping plans	1	8		8				17
	Prepare plans for braided ramps between Summerlin and Buffalo	8	40	100	160	240	400	80	1028
1790	Prepare trail plans	8	27	40	110	140	220		545
	Basic Services Total	427	1,889	1,696	4,368	3,468	6,836	370	19,054
	Special Services Total	46	290	320	726	944	896	90	3,312

Exhibit D
Cost Derivative and Hourly Fee Schedule
Summerlin Parkway,
CC-215 to US-95
Professional Services Agreement

DATE: 1/30/06		PROJECTED COSTS								
Task No.	Task Description	Princ.	Sup. Engr.	Sr. Eng.	Sup. Degr. /Engr.	Designer	Tech/Cadd	Survey	Direct Expenses	Total
Hourly Rates:		\$179.00	\$173.00	\$152.00	\$133.00	\$114.00	\$92.00	\$210.00		
BASIC SERVICES:										
100	Preliminary and General Items (Phase 1)									
105	Kickoff Meeting	\$716.00	\$1,384.00	\$0.00	\$532.00	\$0.00	\$0.00	\$0.00		\$2,632.00
110	Regular Monthly Progress Meetings (6)	\$716.00	\$3,114.00	\$0.00	\$1,596.00	\$0.00	\$0.00	\$0.00		\$5,426.00
115	Project Management/Administration	\$4,296.00	\$2,076.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$6,372.00
120	Project Coordination	\$716.00	\$2,076.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$2,792.00
125	Public Outreach and Involvement	\$4,296.00	\$27,680.00	\$0.00	\$21,280.00	\$0.00	\$11,040.00	\$0.00	\$25,000.00	\$89,296.00
200	Environmental Assessment									
205	Public Involvement Process	\$1,790.00	\$1,730.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,000.00	\$33,520.00
210	Collect Engineering Data	\$716.00	\$3,460.00	\$0.00	\$0.00	\$0.00	\$3,680.00	\$0.00		\$7,856.00
215	Collect Environmental Data	\$3,580.00	\$1,730.00	\$0.00	\$2,660.00	\$0.00	\$0.00	\$0.00		\$7,970.00
220	Identify Preliminary Alternatives	\$1,790.00	\$1,730.00	\$12,160.00	\$5,320.00	\$0.00	\$7,360.00	\$0.00	\$12,500.00	\$40,860.00
235	Conduct Public Workshop #1	\$716.00	\$692.00	\$0.00	\$1,330.00	\$0.00	\$1,840.00	\$0.00		\$4,578.00
240	Preliminary Engr. Analysis	\$1,790.00	\$6,920.00	\$12,160.00	\$15,960.00	\$0.00	\$3,680.00	\$0.00	\$14,000.00	\$54,510.00
245	Preliminary Env. Analysis	\$3,580.00	\$3,460.00	\$0.00	\$0.00	\$0.00	\$3,680.00	\$0.00	\$35,000.00	\$45,720.00
250	Refine Alternatives	\$1,790.00	\$1,730.00	\$0.00	\$2,660.00	\$0.00	\$3,680.00	\$0.00		\$9,860.00
255	Conduct Public Workshop #2	\$716.00	\$692.00	\$0.00	\$1,330.00	\$0.00	\$1,840.00	\$0.00		\$4,578.00
260	Prepare Draft EA	\$3,580.00	\$6,920.00	\$0.00	\$10,640.00	\$0.00	\$3,680.00	\$0.00		\$24,820.00
265	Conduct Formal Public Hearing	\$716.00	\$692.00	\$0.00	\$1,330.00	\$0.00	\$1,840.00	\$0.00		\$4,578.00
270	Prepare Final EA	\$1,790.00	\$692.00	\$0.00	\$2,660.00	\$0.00	\$920.00	\$0.00	\$2,000.00	\$8,062.00
300	Feasibility Study									
305	Collect Engineering Data	\$0.00	\$346.00	\$0.00	\$1,064.00	\$912.00	\$1,472.00	\$0.00		\$3,794.00
310	Traffic Study	\$1,432.00	\$4,152.00	\$0.00	\$21,280.00	\$6,840.00	\$0.00	\$0.00	\$5,000.00	\$38,704.00
315	Conceptual Plan	\$1,432.00	\$10,380.00	\$0.00	\$21,280.00	\$18,240.00	\$22,080.00	\$0.00		\$73,412.00
320	Design Workshop	\$716.00	\$1,384.00	\$608.00	\$1,064.00	\$0.00	\$736.00	\$0.00		\$4,508.00
325	ITS Investigation	\$179.00	\$692.00	\$0.00	\$1,064.00	\$0.00	\$0.00	\$0.00	\$18,000.00	\$19,935.00
330	Noise Study	\$716.00	\$2,768.00	\$0.00	\$10,640.00	\$9,120.00	\$0.00	\$0.00	\$12,500.00	\$35,744.00
335	Landscaping and Aesthetic Concepts	\$0.00	\$346.00	\$0.00	\$532.00	\$0.00	\$0.00	\$0.00	\$11,000.00	\$11,878.00
340	NDOT Compliance Review	\$716.00	\$4,152.00	\$6,080.00	\$10,640.00	\$0.00	\$0.00	\$0.00		\$21,588.00
400	Preliminary Design									
405	Control Survey	\$0.00	\$1,730.00	\$0.00	\$7,448.00	\$4,560.00	\$0.00	\$8,400.00		\$22,138.00
410	Design Surveys	\$0.00	\$0.00	\$0.00	\$0.00	\$1,140.00	\$0.00	\$44,100.00	\$40,000.00	\$85,240.00
415	Right-of-Way Mapping	\$2,864.00	\$13,840.00	\$12,160.00	\$5,320.00	\$18,240.00	\$7,360.00	\$0.00		\$59,784.00
420	Horizontal Control Plan	\$0.00	\$6,228.00	\$0.00	\$2,128.00	\$6,840.00	\$5,520.00	\$5,040.00	\$1,200.00	\$26,956.00
425	Geotechnical Invest and Pymt Design Report	\$179.00	\$1,384.00	\$0.00	\$1,064.00	\$0.00	\$0.00	\$16,800.00	\$45,000.00	\$64,427.00
430	Utility Coordination	\$0.00	\$3,460.00	\$0.00	\$5,320.00	\$0.00	\$3,680.00	\$0.00		\$12,460.00
435	Conceptual Drainage Study	\$1,969.00	\$7,268.00	\$0.00	\$15,428.00	\$0.00	\$24,840.00	\$0.00		\$49,503.00
440	Bridge Widening Analysis	\$0.00	\$3,460.00	\$12,160.00	\$7,980.00	\$4,560.00	\$0.00	\$0.00		\$28,160.00
445	Lighting Analysis	\$0.00	\$1,384.00	\$0.00	\$5,320.00	\$0.00	\$3,680.00	\$0.00		\$10,384.00
450	Submittal	\$0.00	\$692.00	\$0.00	\$1,064.00	\$0.00	\$1,472.00	\$0.00	\$2,000.00	\$5,228.00
500	Preliminary and General Items (Phase 2)									
505	Kickoff Meeting	\$716.00	\$1,384.00	\$0.00	\$532.00	\$0.00	\$0.00	\$0.00		\$2,632.00
510	Regular Monthly Progress Meetings (10)	\$1,432.00	\$5,190.00	\$0.00	\$2,660.00	\$0.00	\$0.00	\$0.00		\$9,282.00
515	Project Management/Administration	\$4,296.00	\$2,076.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$6,372.00
520	Project Coordination	\$716.00	\$2,076.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$2,792.00
525	Technical Drainage Study	\$1,432.00	\$4,152.00	\$0.00	\$9,842.00	\$0.00	\$12,880.00	\$0.00		\$28,306.00
600	50% Plans, Special Provisions & Est.									
605	Utility Potholes (10)	\$0.00	\$1,384.00	\$0.00	\$1,064.00	\$1,824.00	\$0.00	\$1,680.00	\$10,000.00	\$15,952.00
610	Utility Coordination	\$0.00	\$2,768.00	\$0.00	\$5,320.00	\$0.00	\$0.00	\$0.00		\$8,088.00
615	50% Submittal	\$2,864.00	\$28,718.00	\$38,000.00	\$70,756.00	\$64,866.00	\$99,360.00	\$0.00	\$27,000.00	\$331,564.00
700	90% Plans, Special Provisions & Est.									
705	90% Submittal	\$3,222.00	\$32,005.00	\$42,256.00	\$65,303.00	\$72,048.00	\$110,400.00	\$0.00	\$27,000.00	\$352,234.00
800	Final Plans, Special Provisions & Est.									
805	Final Submittal	\$358.00	\$3,114.00	\$4,256.00	\$7,847.00	\$7,182.00	\$11,040.00	\$0.00	\$4,500.00	\$38,297.00
900	Bid Submittal	\$358.00	\$4,152.00	\$0.00	\$7,980.00	\$6,840.00	\$5,520.00	\$0.00	\$500.00	\$25,350.00
1000	Pre-Construction (Phase 2)									\$0.00
1005	Attend Pre-Bid Meeting	\$0.00	\$692.00	\$0.00	\$266.00	\$0.00	\$0.00	\$0.00		\$958.00
1010	Technical Addenda	\$358.00	\$1,384.00	\$0.00	\$2,660.00	\$0.00	\$1,840.00	\$0.00		\$6,242.00
1015	Attend Preconstruction Meeting	\$0.00	\$692.00	\$0.00	\$266.00	\$0.00	\$0.00	\$0.00		\$958.00
1100	Preliminary and General Items (Phase 3)									\$0.00
1105	Kickoff Meeting	\$716.00	\$1,384.00	\$0.00	\$532.00	\$0.00	\$0.00	\$0.00		\$2,632.00
1110	Regular Monthly Progress Meetings (10)	\$1,432.00	\$5,190.00	\$0.00	\$2,660.00	\$0.00	\$0.00	\$0.00		\$9,282.00
1115	Project Management/Administration	\$4,296.00	\$2,076.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$6,372.00
1120	Project Coordination	\$716.00	\$2,076.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$2,792.00
1125	Technical Drainage Study	\$1,432.00	\$4,152.00	\$0.00	\$9,842.00	\$0.00	\$12,880.00	\$0.00		\$28,306.00
1200	50% Plans, Special Provisions & Est.									\$0.00
1205	Utility Potholes (10)	\$0.00	\$1,384.00	\$0.00	\$1,064.00	\$1,824.00	\$0.00	\$1,680.00	\$10,000.00	\$15,952.00
1210	Utility Coordination	\$0.00	\$2,768.00	\$0.00	\$5,320.00	\$0.00	\$0.00	\$0.00		\$8,088.00
1215	50% Submittal	\$3,580.00	\$35,638.00	\$53,048.00	\$84,987.00	\$73,530.00	\$114,080.00	\$0.00	\$34,500.00	\$399,363.00
1300	90% Plans, Special Provisions & Est.									\$0.00
1305	90% Submittal	\$3,938.00	\$39,617.00	\$58,976.00	\$94,430.00	\$81,738.00	\$126,776.00	\$0.00	\$34,500.00	\$439,975.00
1400	Final Plans, Special Provisions & Est.									\$0.00
1405	Final Submittal	\$358.00	\$3,979.00	\$5,928.00	\$9,443.00	\$8,208.00	\$12,696.00	\$0.00	\$5,250.00	\$45,862.00
1410	County Encroachment Permit	\$0.00	\$1,384.00	\$0.00	\$1,064.00	\$0.00	\$0.00	\$0.00		\$2,448.00

Exhibit D
Cost Derivative and Hourly Fee Schedule
Summerlin Parkway,
CC-215 to US-95
Professional Services Agreement

1500	Bid Submittal	\$358.00	\$4,152.00	\$0.00	\$7,980.00	\$6,840.00	\$5,520.00	\$0.00	\$500.00	\$25,350.00
1600	Pre-Construction (Phase 3)									\$0.00
1605	Attend Pre-Bid Meeting	\$0.00	\$692.00	\$0.00	\$266.00	\$0.00	\$0.00	\$0.00		\$958.00
1610	Technical Addenda	\$358.00	\$1,384.00	\$0.00	\$2,660.00	\$0.00	\$1,840.00	\$0.00		\$6,242.00
1615	Attend Preconstruction Meeting	\$0.00	\$692.00	\$0.00	\$266.00	\$0.00	\$0.00	\$0.00		\$958.00
1700	Additional Services									
1705	Demolition plans and contract documents	\$358.00	\$2,768.00	\$0.00	\$5,320.00	\$6,840.00	\$9,200.00	\$0.00		\$24,486.00
1710	Additional Progress Meetings, Project Administration and Project Coordination	\$358.00	\$2,768.00	\$0.00	\$1,596.00	\$0.00	\$0.00	\$0.00		\$4,722.00
1715	Additional public meetings	\$716.00	\$2,768.00	\$0.00	\$2,128.00	\$0.00	\$3,680.00	\$0.00		\$9,292.00
1720	Collect additional turning movement and ADT traffic counts	\$179.00	\$173.00	\$0.00	\$532.00	\$0.00	\$0.00	\$0.00	\$1,500.00	\$2,384.00
1725	Additional pothole location exhibits	\$0.00	\$346.00	\$0.00	\$1,064.00	\$0.00	\$1,472.00	\$2,100.00	\$10,000.00	\$14,982.00
1730	Additional design work	\$358.00	\$2,768.00	\$0.00	\$5,320.00	\$9,120.00	\$11,040.00	\$0.00		\$28,606.00
1735	Additional drainage analyses	\$358.00	\$1,384.00	\$2,432.00	\$2,128.00	\$912.00	\$0.00	\$0.00		\$7,214.00
1740	Additional structural design	\$358.00	\$1,384.00	\$3,648.00	\$3,192.00	\$1,824.00	\$0.00	\$0.00		\$10,406.00
1745	Assist the City in evaluating bids received.	\$179.00	\$692.00	\$0.00	\$532.00	\$0.00	\$0.00	\$0.00		\$1,403.00
1750	Review shop drawings	\$358.00	\$6,920.00	\$12,160.00	\$13,300.00	\$9,120.00	\$0.00	\$0.00		\$41,858.00
1755	Answer contractor RFIs	\$716.00	\$6,920.00	\$9,120.00	\$7,980.00	\$0.00	\$0.00	\$0.00		\$24,736.00
1760	Modify construction drawings	\$358.00	\$2,768.00	\$0.00	\$7,980.00	\$9,120.00	\$0.00	\$0.00		\$20,226.00
1765	Prepare construction drawings for ITS devices	\$179.00	\$1,384.00	\$0.00	\$1,064.00	\$0.00	\$0.00	\$0.00	\$15,000.00	\$17,627.00
1770	Prepare signal mods at ramp intersections	\$358.00	\$2,768.00	\$0.00	\$5,320.00	\$13,680.00	\$0.00	\$0.00		\$22,126.00
1775	Prepare 3D animation	\$358.00	\$1,384.00	\$0.00	\$2,128.00	\$13,680.00	\$0.00	\$0.00		\$17,550.00
1780	Prepare landscaping plans	\$179.00	\$1,384.00	\$0.00	\$1,064.00	\$0.00	\$0.00	\$0.00	\$20,000.00	\$22,627.00
1785	Prepare plans for braided ramps between Sun	\$1,432.00	\$6,920.00	\$15,200.00	\$21,280.00	\$27,360.00	\$36,800.00	\$16,800.00	\$20,000.00	\$145,792.00
1790	Prepare trail plans	\$1,432.00	\$4,671.00	\$6,080.00	\$14,630.00	\$15,960.00	\$20,240.00	\$0.00	\$20,000.00	\$83,013.00
Basic Services Total		\$76,433.00	\$326,797.00	\$257,792.00	\$580,944.00	\$395,352.00	\$628,912.00	\$77,700.00	\$406,950.00	\$2,750,880.00
Special Services Total		\$8,234.00	\$50,170.00	\$48,640.00	\$96,558.00	\$107,616.00	\$82,432.00	\$18,900.00	\$86,500.00	\$499,050.00
Grand Total		\$84,667.00	\$376,967.00	\$306,432.00	\$677,502.00	\$502,968.00	\$711,344.00	\$96,600.00	\$493,450.00	\$3,249,930.00

EXHIBIT "E"
GENERAL PERFORMANCE SCHEDULE

SUMMERLIN PARKWAY IMPROVEMENT PROJECT
Clark County Route 215 BRUCE WOODBURY BELTWAY TO US 95

<u>Submittal</u>	<u>Days Following NTP (for each Submittal)</u>
Feasibility Study/Preliminary Design	250 Days
Environmental Assessment	250 Days
50% PS & E – Phase 1	180 Days
90% PS & E – Phase 1	90 Days
Final PS & E – Phase 1	60 Days
Bid Submittal – Phase 1	45 Days
50% PS & E – Phase 2	180 Days
90% PS & E – Phase 2	90 Days
Final PS & E – Phase 2	60 Days
Bid Submittal – Phase 2	45 Days

**EXHIBIT F
INVOICE FORMAT
CITY OF LAS VEGAS**

G.C.Wallace, Inc.
1555 S. Rainbow Blvd.
Las Vegas, NV 89146

PROJECT: SUMMERLIN PARKWAY WIDENING, US 95 to CC 215
ATTENTION: DAN KEATING

Date: _____
Invoice No. _____
Job No. _____
Pay Period _____ to _____

Task No.	Drawing Title/ Task Item	Authorized Task Amount	Percent Complete	Amount Earned to Date	Previously Billed Amount	Total Cost This Period
100	PRELIMINARY AND GENERAL ITEMS					
105	Task 1	\$0.00	0%	\$0.00	\$0.00	\$0.00
110	Task 2	\$0.00	0%	\$0.00	\$0.00	\$0.00
115	Task 3	\$0.00	0%	\$0.00	\$0.00	\$0.00
120	Task 4	\$0.00	0%	\$0.00	\$0.00	\$0.00
200	ENVIRONMENTAL ASSESSMENT					
205	Task 1	\$0.00	0%	\$0.00	\$0.00	\$0.00
210	Task 2	\$0.00	0%	\$0.00	\$0.00	\$0.00
215	Task 3	\$0.00	0%	\$0.00	\$0.00	\$0.00
220	Task 4	\$0.00	0%	\$0.00	\$0.00	\$0.00
300	FEASIBILITY STUDY					
305	Task 1	\$0.00	0%	\$0.00	\$0.00	\$0.00
310	Task 2	\$0.00	0%	\$0.00	\$0.00	\$0.00
315	Task 3	\$0.00	0%	\$0.00	\$0.00	\$0.00
400	PRELIMINARY DESIGN					
	Task 1	\$0.00	0%	\$0.00	\$0.00	\$0.00
	Task 2	\$0.00	0%	\$0.00	\$0.00	\$0.00
405	Task 3	\$0.00	0%	\$0.00	\$0.00	\$0.00
500	PRELIMINARY AND GENERAL ITEMS					
505	Task 1	\$0.00	0%	\$0.00	\$0.00	\$0.00
600	50% PLANS, SPECIAL PROVISIONS & EST.					
605	Task 1	\$0.00	0%	\$0.00	\$0.00	\$0.00
700	90% PLANS, SPECIAL PROVISIONS & EST.					
705	FEASIBILITY STUDY	\$0.00	0%	\$0.00	\$0.00	\$0.00
710	Task 1	\$0.00	0%	\$0.00	\$0.00	\$0.00
715	Task 2	\$0.00	0%	\$0.00	\$0.00	\$0.00
TOTALS		\$0.00	0%	\$0.00	\$0.00	\$0.00

Subtotal all Services	\$0.00
(5% Retention)	\$0.00
TOTAL AMOUNT DUE THIS INVOICE	\$0.00

Total Billed to Date	\$0.00
Total Amount of Contract	\$0.00
Total Amount Remaining in Contract	\$0.00

EXHIBIT G CERTIFICATE DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

"City Council" means the governing body of the City of Las Vegas.

"Contracting Entity," means the individual, partnership, or corporation seeking to enter into a contract or agreement with the City of Las Vegas.

"Principal" means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members; (e) trust – the trustee and beneficiaries.

2. Policy

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts or agreements with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract or agreement.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

4. Incorporation

This Certificate shall be incorporated into the resulting contract or agreement, if any, between the City and the Contracting entity. Upon execution of such contract or agreement, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract or agreement, and/or a withholding of payments due the Contracting Entity.

Contracting Entity
City of Las Vegas
Department of Public Works
400 Stewart Avenue
Las Vegas, NV 89101
(702) 229-5926
EIN or DUNS

Description
Summerlin Parkway Widening, U.S. 95 to CC-215
Contract No.

Block 3	Type of Business
<input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Other:	

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4 Disclosure of Ownership and Principals

In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	James A. Duddleston CEO/President	1555 South Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
2.	E. Robert Peterson Chief Financial Officer	1555 South Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
3.	Michael D. Ross Sr. Executive Vice President	1555 South Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
4.	Scott R. Plummer Executive Vice President	1555 South Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
5.	Calvin L. Black Executive Vice President	1555 South Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
6.	Benjamin Smith Executive Vice President	1555 South Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
7.	Christopher Anderson Executive Vice President	1555 South Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
8.	Eugene Wright Executive Vice President	1555 South Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
9.			
10.			

The Contracting Entity shall continue the above list on a sheet of paper entitled "disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: ____.

Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE

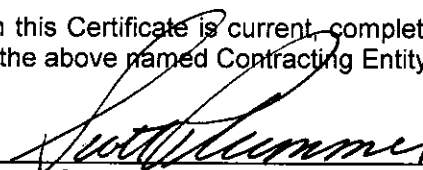
If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

ATTACHMENT 1

I certify under penalty of perjury, that all the information provided in this Certificate is current, complete and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity



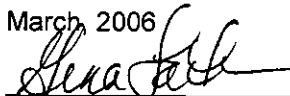
Scott R. Plummer, Executive Vice President

March 21, 2006

Clark County, NV

Subscribed and sworn to before me this 21st day of

March, 2006



Notary Public

